CONTRACT #5 RFS # 328.01-301 FA # 05-16159-05

# Tennessee Wildlife Resources Agency (TWRA)

VENDOR: The Active Network, Inc.



Memorandum

### TENNESSEE WILDLIFE RESOURCES AGENCY

ELLINGTON AGRICULTURAL CENTER P.O. BOX 40747 NASHVILLE, TENNESSEE 37204

**RECEIVED** 

MAR 1 9 2009

TO:

Leni Chick

Contract & Audit Coordinator

**FISCAL REVIEW** 

FROM:

Nat Johnson, Assistant Director

Tennessee Wildlife Resources Agency

SUBJECT:

Contract # FA-05-16159-04

Non-Competitive Amendment Request

DATE:

March 16, 2009

Attached is a Non-Competitive Amendment R e quest for consideration by the Fiscal Review Committee for Contract FA-05-16159-04, which resulted from the RFP process pursuant to RFP-328.01-301. Tennessee Wildlife Resources agency respectfully requests consideration of this request. The purpose of this non-competitive amendment of FA-05-16159-04 to effect a contract extension for our current R.E.A.L. system from five years to six years and to modify the maximum liability commensurate for that extension.

The Tennessee Wildlife Resources Agency recently published a Request for Proposals (RFP# 328.01-698) which resulted in one proposal, which was felt to be at excessive cost. The agency has requested that this RFP be cancelled and has plans to submit another RFP which the agency feels should result in a reasonable contract within budget limitations.

Should the RFP result in a contract with a vendor other than the current contractor, it will take many months to analyze, design, program, and implement. At this point, if the current contract should expire as scheduled on 10/31/2009, TWRA would lose its primary source of revenue due to the lack of means to sell licenses and boat registrations.

The RFP is for a highly complex computer and communications system which will take many months to complete. A Non-Competitive Amendment is requested because it would not be feasible for a different vendor to complete a duplicate of the current system prior to the expiration of the current contract. At stake is the primary source of revenue for the agency.

Also attached is a copy of the proposed amendment, copies of the original contract and previous amendments and their summary sheets, and Supplemental Documentation.

# Supplemental Documentation Required for Fiscal Review Committee

*Contact	Name:	Nat Jol	hnson		*Con	tact one:	615-78	1-6:	556
*Contract Nu	ımber:	FA-05	-16159		*RFS Nur	nber:	RFS-32	28.0	1-301
*Original Co Begin	ntract Date:	11-1-2	004		*Current	End Date:	10-31-2	2009	9
Current Re	quest A	mendr		mber:	5			.,	
Proposed	Amend	ment E	Effective		11/1/2009		• :		
	*Dep	artmen	t Submi		Tennessee V	Wildlif	e Resour	ces	Agency
			*Div	vision:	Information	Techi	nology		
		*Da	te Subm	itted:	3/16/2009				
*Subm	itted W	ithin Si	xty (60)	days:	Yes				
		1	f not, ex	plain:					
	*Coi	ntract V	Vendor N	Vame:	The Active	Netwo	rk, Inc.		
*(	Current	Maxin	num Lia	bility:	\$8,356,375.	00			
*Current Cont	ract All	ocation	by Fisc	al Year				W	
(as Shown on M			T						
FY: 2005	FY: 20		FY: 200		FY: 2008	FY 2		-	7 2010
\$491,939.00	\$1,814	<del>/</del>	\$1,814,		\$1,814,869		14,869	\$1	,814,869
*Current Total									
(attach backup	documer	ntation	from STA	ARS or	FDAS report		777.0000		TT7 0010
FY: 2005 FY: 2006 FY: 200				07	FY: 2008	tl	'Y 2009 nus far		FY 2010
\$594,166.46	\$1,123,9	981.93	\$1,147,4		\$1,150,208.4		576,084.4		\$ NA
IF Contract Al greater than C Expenditures, reasons and exfunds were spe	ontract please ¿ plain w	give the	•	fewer regist decre increa based trans	nditures are thunting/fistration are stated ase. As more ase. Allocated on the number actions. Further are actions.	shing sold, t re are tions a nber o ands n	licenses ransact sold, tr are estin of expec- ot spen	an ions ans mat ted	d boat s sactions ions
IF surplus fun forward, please and provide the carry forward IF Contract Ex Contract Alloc reasons and ex	e give the author provision ation, p	ne reaserity for on: ures ex lease g	ons the ceeded ive the						
was acquired t									

# Supplemental Documentation Required for Fiscal Review Committee

*Contract		<u> </u>					
Funding State:	\$8,356	,375.00	Federal:				
Source/Amount:							
Interdepartmental:		r*	Other:	•, 1			
			Guiter.				
If "other" please define:							
Dates of All Previous Amenda			<del>-</del>	Actions in Previous			
or Revisions: (if applicable)	·			isions: (if applicable)			
7/1/2005				ility and added Payment			
7/1/2006				Hunt Transactions			
7/1/2006				logy for Quota Hunt In License Holders			
11/1/2007		<del></del>		ogies re: Equipment			
11/6/2008			of Vendor Name a				
Method of Original Award	· (if an		or vendor rame a	IIId I DIIV			
Include a detailed brea			Anticipated expe	enditures for the			
actual expenditures antici		<ul> <li>1. The second of the second of</li></ul>		contract period are			
year of the contract. Includ		The second second		ct the small increase			
items, source of funding, a				far. For each fiscal			
of any excess fund			year that should 1	be a little over			
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$1,150,00.00 per	full fiscal year. This				
	•	transaction costs – any					
			increase in exper				
				n increase in license			
			sales or boat regi				
				e. Source of funding			
				ife Trust Fund. Any			
			Trust Fund.	remain in the Wildlife			
Include a detailed breakdov	ın in	dollorg	No savings are expected to result from				
of any savings that th			the extension of this contract. As noted,				
anticipates will result from			transactions are linked to revenue,				
Include, at a minimum	. The same as the	,	therefore, it is critical to maintain the				
positions, reduction in equ	•		contract in order to maintain revenue.				
reduction in trave			·				
Include a detailed analysis			There are no vial	ole options to obtaining			
the cost of obtaining this se			services. An exte				
the proposed contract a				not time to develop a			
other option				to the expiration of the			
land option	(0) ωρ	1-11-11-11-11-1		lue to the cancellation			
			of the new RFP of	lue to excess cost.			

	OOT FILTER: partment (Numbe ge by: isson: Total	er) = "328") And (Ex	penditures <>> (	0) And ((Eff	fective Month) = 1	OVEMBER 7	2004, DECENIBER 2004, JANUARY 2005, FEBRUARY 2005, MARK	TH ZOOS, APRIL	2005,MAY 2005,	JUNE 2005, JUI	LY 2005,AUC	UST 2005, SEP	TEMBER 2005,OC	TOBER 2005, NOVEM	BER 2005, DECEMBER 20	305,JANUARY 2006,F	2006,FEBRUARY 2006,MARCH 2006,APRL 2006,HAY 2006,JUNE 2006,JULY 2006,AUGUST 2005,SEPTENE	06,3ULY 2006,AUGUST 2005
The color of the	partment (Number of partment (Number of partment of pa	y) = "328") And (Ext	venditures <> 0	a) And ((en	ective month) = iv	Overlack	יייים וייים וייים אייים וייים ויים וייים ו			$\mid \cdot \mid$	-	_	and the same of					
Column   C	ision: Total										-							
Control   Cont	ost Center Cost (																	_
March   Marc		Sortor Titlo			fective Month	Major Object Code	Major Object Title								×	Reference Document Reference Suffix	STARS Doscription	Expenditures Subjoins
	11 REAL		2005 8	F	EBRUARY 2005	501	H	$\neg$		-	569	60000	3806		FA0516159	8		8
Control   Cont	11 REAL		2005 8	ū	EBRUARY 2005	80	l t	1 1			269	01000	2807		FA0516159	8		17.033.07
Control   Cont	11 REAL		5002	74	NACH 2005	90	_				296	90000	4143		FA0516159	8		77,365.79
The control of the					PRIL 2005	8				<u> </u>	340	60000	0187		FA0516159	8		321,269.98
Colored Colo		(BOATING)	5005	2	tay 2005	8				-	9 5	20000	8605		FA0516159	8 2		17,355.78
Control   Cont			2005	2	UNE 2005	8 5					8 8	2000	5159		FA05 16 159	5 8		1
Column   C		(SOATING)	2005	2	UNE 2005	8 8	-1	.			901	2000	0313		FA05 16 159	3   3		17,227.30 594,166,46
Column   C	HEAL		2002	<u> </u>	CUSUS 2005	8 8	_			2   0	050	1100	0000	+	FA0516159	5 8		2,520.00
Comment   Comm	HEAL.	0.000	2006	\$	UGUSI 2005	3 8		Ţ			3 2	100	0350		FA0516159	3 3		101,294.79
1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,		(BOATING)	2002	× 10	EGTERAGES 2005	_	_				9	21000	1037		FA0516159			1,080.00
1964   2000   1960   2000			2006	<u>n   2</u>	OVEMBER 2005					-	951	10000	2325	-	FA0516159	3 8		65,834,54
Heat			9002		ECEIABER 2005	80	┰	12/13/2005		-	181	9000	2603A		FA0516159	8		50,136.08
Column   C	11 REAL		2006	<u> </u>	WUARY 2006	8	Т	1/17/2006		-	220	00003	2501		FA0516159	8	TWBA	06,706,70
Heat	11 REAL		2006	13	NUARY 2005	8	7	1/30/2006		1	237	00010	2732		FA0516159	8	TWRA	30,100,72
Heart, 1909   19   Heart, 1909	11 REAL		2006	1	STIUARY 2005	8	PROFESSIONAL AND ADMINISTRATIVE SERVICES			-	237	00012	2734		FA0516159	8	TWBA	20,484,55
19.1.   19.1			2006		EBRUARY 2005	8	PROFESSIONAL AND ADMINISTRATIVE SERVICES	2/23/2006	328 0	-	062	00003	3197		FA0516159	8	TWBA	3,705.00
Heat	T		2006	<u>ا</u>	1ARCH 2006	8	Т		328 0	-	333	00005	3543		FA0516159	8	331 TENNESSEE WILDLIFE RESOURCES AGENCY	00 100 100
HOLT.         2005         11         Ann. 2006         10         PORTORIANE         201         0.0	11 REAL		2006	0	PRIL 2006	8	╗		328	1	388	0000	4102		FA0516159	8	331 TENNESSEE WILDLIFE RESOURCES AGENCY	00,949,570
1.5.   1.5.			2006	0	PRIL 2006	8	1		328	-	408	00005	4310		FA0516159	8		250000
The control of the			3006	-	14Y 2005	8	1	1	328	_	438	00003	4590		FA0516159	8	YONESS PERMISSION OF BEING BOSSES AGENCY	on one'
Part   Colorest String   Col			2005		UNE 2006	80	7		328	-	208	00005	5332		FA0516159	8 8	331 TENNESSEE WILD REE BESONESSE AGENCY	169,708.00
	T		2006	2	UNE 2006	88		1		-	8	00002	32801001	٥	FA0516159	8		
Harder   Control   Contr	111 REAL	LICENSE SYSTEM	2007	4	UGUST 2006	8		8/15/2006	Ì	-	042	00002	0536		FA0516159	8	331 TENNESSEE WILDLIFE RESOURCES AGENCY 1	69,251.84 1,123,981.90
Heart Library   Control   Control	111 REAL	LICENSE SYSTEM		3	EPTEMBER 2006	g	1	9/25/2006			Τ	20000	1326	-	FA0516159	8		Sp. 200,011
Part.   Coloridad Stratum   Coloridad Stratu		(BOATING)		5	EPTEMBER 2006	88	1	9/25/2006		-	90	80000	1326		FA0516159	63		100.000.00
		LICENSE SYSTEM		2	OVEMBER 2006	T		11/30/2006			Γ	90000	2422		FA0516159	8	TWRA	00.575.20
Part Controlled   2007   2   100-General 2008   2   100-General 20		LICENSE SYSTEM		-	IOVEMBER 2006	88		11/30/2006			Γ	90000	2423		FA0516159	8	TWBA	03,020,20
Part		LICENSE SYSTEM	2007	,,,	IOVEMBER 2006	1	1.	11/30/2006	328	-	Τ	60000	2424		FA0516159	8	Тива	W,223,00
Heart Globsteen   State   A		(BOATING)		1	OVENBER 2006	8		11/30/2006	328	-	T	20000	2422		FA0516159	8	TWEA	20,203.00
Part   Control Strict   2007   5   Anticher 2007   6   Professional Anticher 2007   6   Professional Anticher 2007   7   Anticher 2007   6   Professional Anticher 2007   7   Anticher 2		(BOATING)	2007		100/FLIBER 2006	Ť	- 1	11/30/2006	328	- 0		01000	2424		FA0516159	8	TWRA	7,248.55
Fight   Cloudes 5 175 to   Fight   State   Fight   Figh		LICENSE SYSTEM			ANUARY 2007	1	- 1	1/11/2007	328	- 12	232	00003	2657	 	FA0516159	 	TWBA	4,754.64
Fig.   Control   Control		I IOENICE CVCTEM			TONG YEAR SONT	ĕ	- 1	1/23/2007	ACF.		25.	00000	2045		EANGIS 150	8 8	500	105,407.95
HEAL LOGGIEST STREEN   2007 9   AMANON 2007 00   PROFESSIONAL AND ADMINISTRATIVE SERVICES   2007007   231 0   00000   231 0   70000   231 0		GOOTING STATE			TOO VEGINE	3 5	- 1	1/11/2007	208	.  c	26	0000	29657		EANETE 150	3 8	WHA	26,348.48
Part, LEGACINES SYSTEM   2007 9   AMARCH 2007 0   APPRESSIONAL AND ADMINISTRATIVE SERVICES   2012-2007 130   APPRESSIONAL AND ADMINISTRATIVE SERVICES   2012		(Southern Co.	2002	<u>-   -   -   -   -   -   -   -   -   -  </u>	2002 1000	3 8	- 1	10000	Ī		3 2	10000	1500		10010133	3 8	WAN	2,937.44
Hack (Caching)		(BOATING)			MANUARY 2007	3	- 1	1724/2001			0 8	2000	2845		FA0516159	8	TWRA	2,889.04
RRALL (CENTRO)   200	611 REAL	LICENSE SYSTEM	-r	,	WARCH 2007	3	- 1	37112001	320		g	2000	oper oper		P-AUS16159	8	TWRA	11,994.16
REAL (CENTRIC)   2007   9   MANCH-LADAY   00   PROFESSIONAL AND CHANNEL NATIONS SERVICES   4222007   230   00001   249   00001   249   140001   1		LICENSE SYSTEM	$\neg$	,	MAHCH 2007	8	PROFESSIONAL AND ADMINISTRATIVE SERVICES	3/22/2007	328	2	8	00003	3962		FA0516159	8	TWRA	24,603.64
Figure   Control   State   C	_	. (BOATING)	2007	5	MARCH 2007	8	PROFESSIONAL AND ADMINISTRATIVE SERVICES	37172007	328	2	302	00000	3546		FA0516159	8	TWRA	4,158.55
REAL LICENSE SYSTEM   2007   10   APPH, 2007   00   APPH, 2007		(BOATING)	-	,	MAHCH 2007	3		322/2001	220		3	5	7985		FA0516159	8	TWRA	6,673.04
HEALL LICENSES SYSTEM 2007 10 APPML 2007 08 PPOPESSIONAL AND DAMMSSTRATING SERVICES 5722007 233 01 0 040 00002 4784   FABSISS 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		LICENSE SYSTEM	2007		APRIL 2007	8	_	4/25/2007			ş	10000	4284		FA0516159	03	TWRA	274,224.72
New Cloud String		(BOATING)	2007		APRIL 2007	8		472572007			8	20000	4284		FA0516159	8	TWRA	16,467,44
HEAL LICENSES SYSTEM   2007   11   MAY 2007   03   PROPESSIONAL AND ADMINISTRATINE SERVICES   STAZZAOY   228   01   0   443   000000   4746   FADS 16199   00   00     HEAL LICENSES SYSTEM   2007   12   JUNE 2007   03   PROPESSIONAL AND ADMINISTRATINE SERVICES   STAZZAOY   228   01   0   0   413   000000   5125   FADS 16199   00   00     HEAL LICENSES SYSTEM   2007   12   JUNE 2007   09   PROPESSIONAL AND ADMINISTRATINE SERVICES   STAZZAOY   228   0   0   0   0   0   0   0   0   0	611 REAL	LICENSE SYSTEM		<u>-</u>	MAY 2007	8	PROFESSIONAL AND ADMINISTRATIVE SERVICES	5/22/2007		_	443	00005	4745		FA0516159	83	TWRA	122,917.52
HEALL LICENSE SYSTEM   2007   11   IAAY 2007   03   PROFESSIONAL AND ADMINISTRATIVE SERVICES   572.2007   228   01   00   041   000000   5165   FABSISISS   00   00   00   00   00   00   0		LICENSE SYSTEM		=	MAY 2007	8	PROFESSIONAL AND ADMINISTRATIVE SERVICES	5/22/2007			413	7000	4746		FA0516159	63	TWRA	54,125.00
Heal, LICENSE SYSTEM   2007   12   JUNE 2007   03   PHOPESSIONAL AND ADMINISTRATIVE SERVICES   6172607   238   01   0   577   000000000000000000000000000		- (BOATING)	2002		4AY 2007	8		5/22/2007		<u>-</u>	413	60003	4745		FA0516159	8	TWRA	15,753,76
FigeLL LICENSES SYSTEM   2007   12   JUNE 2007   08   PHOTESSIONAL AND DAMNISTRATIVE SERVICES   57572007   228   01   0   0570   0565	_	LICENSE SYSTEM	2007		JUNE 2007	80		6/12/2007		ונ	1/1	90000	2815		FA0516159	8	TWRA	2.175.00
Fig. 1. CENSE SYSTEM   2007   12   JUNE 2007   12   JUNE 2007   12   JUNE 2007   12   JUNE 2007   13   JUNE 2007   13   JUNE 2007   14   JUNE 2007   15   JUN	Ī	LICENSE SYSTEM	2002	ŕ	IUNE 2007	8	PROFESSIONAL AND ADMINISTRATIVE SERVICES	6:27/2007		-	203	00003	5524		FA0516159	63	TWRA	105 472 80
Fight (Boath(C)   12   Livie 2007   12   Livie 2007   13   Livie 2007	511 REAL	LICENSE SYSTEM	2002	ľ	UNE 2007	89	PROFESSIONAL AND ADMINISTRATIVE SERVICES	7/5/2007	328	=	1 517	10000	5995		FA0516159	8	TWEA	00.515.00
REAL LICENSE SYSTEM         2008         2         AUGUSTS 2007         08         PROFESSIONAL AND ADAMNISTRATIVE SERVICES         892007         238         01         0         000         00001         0359         PAGE 16199         00           REAL LICENSE SYSTEM         2008         2         AUGUST 2007         08         PROFESSIONAL AND ADAMNISTRATIVE SERVICES         9182007         238         01         0         9000         1058         PAGE 16199         00           REAL LICENSE SYSTEM         2008         3         SEPTE-BASER 2007         08         PROFESSIONAL AND ADAMNISTRATIVE SERVICES         9182007         288         01         0         400         9000         1547         PAGE 16199         00           REAL LICENSE SYSTEM         2008         3         GCTOBER 2007         08         PROFESSIONAL AND ADAMNISTRATIVE SERVICES         108200         10         0         106         0         106         0         106         0         106         0         106         0         106         0         106         0         106         0         106         0         106         0         106         0         106         0         106         0         106         0         106         0<	Ī	(BOATING)	۳	2	UNE 2007	8	PROFESSIONAL AND ADMINISTRATIVE SERVICES	6/27/2007	328	٩	203	0000	5524		FA0516159	8	тина	- 1
Fig. 41 (FOATRING)   2008   2 AddG1ST 2007   04 PROFESSIONAL AND ADMINISTRATIVE SERVICES   1912/007   228   01   0   040   00002   0008   0   0008   0   0   0   0   0		LICENSE SYSTEM	+-	<u> </u>	WGUST 2007	8	PROFESSIONAL AND ADMINISTRATIVE SERVICES	8/9/2007	328	-   -	T	10000	0350		FANSIKISO	: 8	TAVIBA	19,561.52 1,147,445.
Fight (Licenses System   2008   3   September 2009   4   Professional, And Administrative Services   1918/2007   228   01   05   0600   0568   05   0600	313	(BOATING)	8000	,	VIGUET 2007	2 2	1	2000000				0000	200		rangi Corto	3 8	Villa	84,561.56
FERLI (BOATNO)   2008   3   SEPTEMBERS 2007   30   PROFESSIONAL AND ADMINISTRATIVE SERVICES   1918/2007   238   01   0   00000   0000   00000   00000   0000   00000   0000   0000   0000   00000   0000   00000   0000		I ICENSE SYSTEM		, ,	SEPTEMBER 2007	٦.		07:07:00			T	20000	6550		60010001	3 8	AUNI.	25,754.08
The Charles of the	1	CONTROL OF	-1-	,   ·	יייייייייייייייייייייייייייייייייייייי	7	_(	1002001				2000	000		FA03 (015)	3	IMA	87,001.00
Fig. (E-OATING)   2008   4   CUTOMERSTRADY CENTRE SERVICES   1992/07   238   10   10   10   105   1000   1547   1405161999   10   10   10   10   10   10   10	1	Licenser svorger	-1	,	SCTOBER 2007	_	_1	3710/2/01			T	0000	000		F-AU3 16 159	8	IWHA	20,272.56
THE LICENSES SYSTEM   2008   54   OLICENSES SYSTEM   2008   55   OLICENSES SYSTEM   2008   56   OLICENSES SYSTEM   2008   57   OLICENSES SYSTEM   2008   58   OLICENSES SYSTEM   2008   59   OLICENSES SYSTEM   2008   50   OLICENSES SYSTEM   2008	Ī	LICENSE STSTEN	-	֓֟֟֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓	OCTOBER 200,	3	PHOFESSIONAL AND AUMINISTRATIVE SERVICES	10/2/2001			7	200012	1547		FA0516159	8	TWRA	39,658.32
FROLLICENSE SYSTEM   2008   5   NOVEMBER 2007   08   PROFESSIONAL AND ADMINISTRATIVE SERVICES   118,2007   238   01   0   155   00000   2022   FAGS 16199   00   00   00   00   00   00   00		L (BOATING)	_		UC I CHEH ZOO!	٦	PHOFESSIONAL AND ADMINISTRATIVE SERVICES	10:9/2007			٦ĺ	00013	1547		FA0516159	8	TWRA	13,207.92
FREAL LICENSES SYSTEM   2008   5   NOVEL-BERT 2007   08   PROFESSIONAL AND ADMINISTRATIVE SERVICES   1142/2007   228   01   05   165   000007   2023   FAGS 161599   00		LICENSE SYSTEM		_	NOVEMBER 2007		PROFESSIONAL AND ADMINISTRATIVE SERVICES	11/5/2007				90005	2022		FA0515159	8	TWBA	64,891.36
REAL LICENSE SYSTEM   2008   5   NOVEMBER 2007   03   PROFESSIONAL AND ADMINISTRATIVE SERVICES   118,2007   238   01   0   156   00000   2024   FABSISISS   00   PROFESSIONAL AND ADMINISTRATIVE SERVICES   118,2007   238   01   0   156   00000   2026   FABSISISS   00   PROFESSIONAL AND ADMINISTRATIVE SERVICES   118,2007   238   01   0   156   00000   2026   FABSISISS   00   PROFESSIONAL AND ADMINISTRATIVE SERVICES   118,2007   238   01   0   156   00000   2026   FABSISISS   00   PROFESSIONAL AND ADMINISTRATIVE SERVICES   118,2007   238   01   0   253   00000   2006   FABSISISS   00   PROFESSIONAL AND ADMINISTRATIVE SERVICES   121,22007   238   01   0   253   00000   2006   FABSISISS   00   PROFESSIONAL AND ADMINISTRATIVE SERVICES   121,22007   238   01   0   253   00000   2006   FABSISISS   00   PROFESSIONAL AND ADMINISTRATIVE SERVICES   121,22007   238   01   0   253   00000   2006   FABSISISS   00   PROFESSIONAL AND ADMINISTRATIVE SERVICES   121,22007   238   01   0   253   00000   2006   FABSISISS   00   00   00   00   00   00   0		L LICENSE SYSTEM	_		NOVEMBER 2007		PROFESSIONAL AND ADMINISTRATIVE SERVICES	11/5/2007				20000	2023		FA0516159	8	TWFA	2,000.00
HEAL L'CENES S'YSTEM 7008   5   NOVEMBER 2007   03   PROFESSIONAL AND ADMINISTRATIVE SERVICES   118/2007   328   01   0   05000   300		L LICENSE SYSTEM	_	-	NOVEMBER 2007		PROFESSIONAL AND ADMINISTRATIVE SERVICES	11/5/2007				80000	2024		FA0516159	8	TWRA	2,500.00
REAL (CENSES SYSTEM 2008   5   NOVELHER 2007   02   PROFESSIONAL AND ADMINISTRATIVE SERVICES   1/18/2007   228   00   0   0   05   05   05   05   05	-	LICENSE SYSTEM		10	NOVEMBER 2007	_	PROFESSIONAL AND ADMINISTRATIVE SERVICES	11/5/2007				60000	2025		FA0516159	8	TWRA	5,000.00
REAL (BOATING)   2008   5   HOVELABER 2007   08   PROPIESSIONAL AND ADMINISTRATIVE SERVICES   1/15/2007   238   01   D   263   000006   2022   PROPIESSIONAL AND ADMINISTRATIVE SERVICES   1/21/2/2/2/2   239   000005   2306   PROPIESSIONAL AND ADMINISTRATIVE SERVICES   1/21/2/2/2   239   000005   2306   PROPIESSIONAL AND ADMINISTRATIVE SERVICES   1/21/2/2/2   239   000005   2306   PROPIESSIONAL AND ADMINISTRATIVE SERVICES   1/21/2/2/2   239   2300   2306   PROPIESSIONAL AND ADMINISTRATIVE SERVICES   1/21/2/2   230		L LICENSE SYSTEM			NOVEMBER 2007	_		11/5/2007				01000	2026		FA0516159	8_	Twaa	2,500.00
FIGH. LICENSE SYSTEM   2008   6   DECEMBER 2007   08   PROFESSIONAL AND ADMINISTRATIVE SERVICES   1/21/3/2007   328   01   D   353   00005   2806   FA05/6199   00   00005   00   00005   00005   00005   00   00005   00005   00   00005		L (BOATING)	2008	2	NOVEMBER 2007			11/5/2007				90000	2022		FA0516159	8	TWRA	7,355.60
PEAL (BOATING)   2008   6   DECENBER 2007   08   PROFESSIONAL AND ADMINISTRATIVE SERVICES   128/1/32007   328   01   D   2805   2806   FA0S/16159   00		L LICENSE SYSTEM	2008	10	DECEMBER 2007		PROFESSIONAL AND ADMINISTRATIVE SERVICES	12/13/2007	328			90000	2806		FA0516159	8	TWBA	52,452.52
		. (BOATING)	2008	<u>-</u>	DECEMBER 2007		PROFESSIONAL AND ADMINISTRATIVE SERVICES	12/13/2007			Г	00002	2805		FA0516159	8	TWRA	4 087 84
REAL LICENSE SYSTEM 2008 77 JANUARY 2008 08 PROFESSIONAL AND ADMINISTRATIVE SERVICES 1/8/2008 01 0 297 00001	6611 REAL	LLICENSE SYSTEM	2008	,	JANUARY 2008	Т	PROFESSIONAL AND ADMINISTRATIVE SERVICES	1/8/2008		1	3 297	10000	3209	<u> </u>	FA0516159	101		20. 205.7 83. 205.20

			-						-	_	_							
Cost Centor Title		Cost Conter Funding Mo	Flscal	Effective Month	Major Object Code	Major Object Title	Batch Date	Batch Department D	Batch B: Division Ty Number Ty	Batch Batch Typo Numbor	Batch Sequence Number	Current Document Current Number	Current Document Current Suffix	Current Reference Document Current Suffix	Reference Reference Suffix	STARS Doscription		
	,	1031				_					-						Expanditures	Subtotals
AL LICENS	REAL LICENSE SYSTEM	2008 7	ľ	JANUARY 2008	80				0 10		10000	3522		FA0516159	10	TWBA	24,463.40	
REAL (BOATING)	NG)	2008	Ĺ	JANUARY 2008	80	$\overline{}$		328	a 10			3209		FA0516159	02		2,932.16	
REAL (BOATING)	ING)	2008 7	ļ	JANUARY 2008	8	_	$\overline{}$	•	01			3522		FA0516159	05	TWEA	2,460.48	
3AL LICEN	REAL LICENSE SYSTEM	2008	-	FEBRUARY 2008	8	21	1/2008		0،	366	00003	3698		FA0516159	10		19.050.00	
FALLICES	REAL LICENSE SYSTEM	2008		MARCH 2008	8				0 10	1417	00003	3610		FA0516159	10		10,879,40	
SAL UCE	REAL LICENSE SYSTEM	2008 9	Ī	MARCH 2008	8				٥١		10000	3769		FA0516159	10		1,875.00	
SAL LICE	REAL LICENSE SYSTEM	2008	Ĺ	MARCH 2008	80		3/31/2008			D 458	00003	4070		FA0516159	10		40,121.84	
REAL (BOATING)	TING)	2008	Ē	MARCH 2008	80		3/7/2008		0 10	417	00004	3510		FA0516159	05		3,930.08	
SAL LICE	REAL LICENSE SYSTEM	Γ	01	APRIL, 2008	90				01			4482		FA0516159	10		211,240.48	
REAL (BOATING)	ATING)	2008	01	APRIL 2008	88			328	g io			4482		FA0516159	25		12,853.84	
EAL LICE	REAL LICENSE SYSTEM	2008	_	MAY 2008	8					225		2026		FA0516159	10		134,205.16	
REAL (BOATING)	ATING)	2008		MAY 2008	8							5026		FA0516159	20		15,455.44	
EAL LICE	REAL LICENSE SYSTEM	2008	2	JUNE 2008	8	1						6208		FA0516159	10		10,530.00	
EAL LICE	REAL LICENSE SYSTEM 2008	Γ	7 21	JUNE 2008	8						_	6544		FA0516159	10		131,136.72	
REAL (BOATING)	ATING)	2008	21	JUNE 2008	90						00004	6544		FA0516159	02		21,464.96	1,150,208.40
EAL LICE	REAL LICENSE SYSTEM	2		AUGUST 2008	90		8/19/2008		о Б		00003	1550		FA0516159	10		85.381.35	
EAL LICE	REAL LICENSE SYSTEM	62		AUGUST 2008	90		8/22/2008		_		50000	0612		FA0516159	10		91,510.88	
REAL (BOATING)	TING	- 5		AUGUST 2008	80		7.19/2008				00004	0551		FA0516159	02		24,945,36	
REAL (BOATING)	TING)	2	_	AUGUST 2008	80		8/22/2008				00004	0612		FA0516159	05		17,453.04	
REAL (BOATING)	TING)	-51		AUGUST 2008	8	/8	8/22/2008			Ĭ		0613		FA0516159	02		3,150.00	
EAL LICE	REAL LICENSE SYSTEM	-		SEPTEMBER 2008	8	òi	872008			П	П	1100		FA0516159	10		60,515.35	
REAL (BOATING)	TIMG)	e	_	SEPTEMBER 2008	8		872008					1100		FA0516159	20		11,922.24	
EAL LICE	REAL LICENSE SYSTEM	-	_	OCT08ER 2008	8		10/27/2008   328				-	2334		FA0516159	10		14,925.00	
ובאר רוכב	REAL LICENSE SYSTEM	in.	5	NOVEMBER 2008	80	_	11/18/2008 328			D 200		27.12		FA0516159	10		73,347.08	
EAL LICE	REAL LICENSE SYSTEM	<u>s</u> _		NOVEMBER 2008	80		11/18/2008 328					2713		FA0516159	10		54,425.63	
REAL (BOATING)	ATING)	in_		NOVEMBER 2008	90	-		328				27.12		FA0516159	10		3,989.04	
REAL (BOATING)	ATING)	S.		NOVEMBER 2008	88			328				2713		FA0516159	10		6,768.08	
EAL LICE	REAL LICENSE SYSTEM			JANUARY 2009	8		1/27/2009	328			_	3990		FA0516159	92		84,563.04	
EAL LICE	REAL LICENSE SYSTEM	_		JANUARY 2009	8		1/27/2009	326				3991		FA0516159	90		22,776.00	
REAL (BOATING)	ATING)		_	JANUARY 2009	90	_	1/27/2009	328				3990		FA0516159	8		2,214.06	
REAL (BOATING)	ATING)		2	JANUARY 2009	8	$\overline{}$	1/27/2009	328	_	312		3991		FA0516159	90		2,702.48	
EAL LICE	HEAL LICENSE SYSTEM	8		FESRUARY 2009	90		2/12/2009	328		D 347		5205		FA0516159	95		11,574.48	
REAL (BOATING)	ATING	<u>8</u>		FEBRUARY 2009	8	PROFESSIONAL AND ADMINISTRATIVE SERVICES 2	2/12/2009	328	10	D 347	00005	5205		FA0516159	8		3,921.28	576.084.48
Total		Total								_	_		_				4 501 888 04	4.501.888.04

## NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED			
	•		·
Commissioner of	Finance & Ac	Iministration	

1)	RFS#	RFP-328.01- 60023			•					
2)	Procuring Agency:	Tennessee Wildlife Resources Agency	•		:.					
		EXISTING CONTRACT INFORMATON			٠.					
3)	Service Caption :	Develop and administer automated Remote Easy Access Licentechnology at license agent sites and provide an internet site an sales.								
4)	Contractor:	The Active Network, Inc.			٠٠.,					
5)	Contract #	FA-05-16159-04								
6)	Contract Start Date :	11/01/2004								
7)	CURRENT Contract Er	nd Date: (if ALL options to extend the contract are exercised)	10/31	1/2009						
8)	CURRENT Maximum C	ost: (if ALL options to extend the contract are exercised)	\$8,35	66,375.00						
		PROPOSED AMENDMENT INFORMATON								
9)	9) Amendment #									
10)	Amendment Effective	Date: (attached explanation required if < 60 days after F&A rece	ipt) :	11/01/2009	:					
11)	PROPOSED Contract I	End Date: (if ALL options to extend the contract are exercised)	• •	10/3.1/2010						
12)	PROPOSED Maximum	Cost: (if ALL options to extend the contract are exercised)		\$ 10,171,244.00						
,	Approval Criteria : (select one)	use of Non-Competitive Negotiation is in the best	intere	est of the state						
	(select one)	only one uniquely qualified service provider able	to pro	vide the service	٠					
14)	Description of the Pro	posed Amendment Effects & Any Additional Service :	· · · <u>· · · · · · · · · · · · · · · · </u>	· · · · · · · · · · · · · · · · · · ·	·.					
	Amendment 5 will exten contract specifications.	d the expiration of the contract by one year. Services will be the	same a	as currently required by	the current					
15)	Explanation of Need for	or the Proposed Amendment :		•	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1					
				•						

A request for proposals is in process at the present time which will lead to a contract to replace the current license system contract. This contract expires on 10/31/2009. The TWRA license system is complex and provides the primary source of TWRA revenue. It is felt that, due to the complexity of the system, if the contract is awarded to a vendor other than the current contractor, there will not be sufficient time for the new contractor to fully develop the system as required by the RFP and be prepared for system production by the scheduled implementation date. This would result in a serious loss of revenue for TWRA and have a profound impact on the agency's ability to serve the needs of the hunting, fishing, and boating public.

16) Name & Address of Contractor's Current Principal Owner(s): (not required for a TN state education institution)
Contractor is a corporation.
Matt Landa, President 10182 Telesis Court, Suite 100
San Diego, CA 92121-4777
17) Office for Information Resources Endorsement: (required for information technology service; n/a to THDA)
Documentation is 🔲 Not Applicable to this Request 🔀 Attached to this Request
18) eHealth Initiative Endorsement: (required for health-related professional, pharmaceutical, laboratory, or imaging service)
Documentation is X Not Applicable to this Request Attached to this Request
19) Department of Human Resources Endorsement : (required for state employees training service)
Documentation is X Not Applicable to this Request Attached to this Request
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:
A request for proposals is in process at the present time which will lead to a contract to replace the current license system contract, which expires on 10/31/2009. This request is to provide time for our department to complete the new RFP process and allow the selected vendor to complete the required design and programming prior to implementation.
21) Justification for the Proposed Non-Competitive Amendment :
The subject contract for this amendment is for our Remote Easy Access License (REAL) system, on which TWRA is highly dependent as our primary revenue source. We are asking for approval of a non-competitive contract amendment to extend the current contract by one year. To allow the current system provided by The Active Network, Inc. to expire without a new system in place would require TWRA to develop a makeshift manual system of issuing licenses, which would not provide customer data and would take away any knowledge of the TWRA constituency. In addition, processing of a vast array of data collected by the REAL system now in place, such as license agent data, big game harvest data, quota hunt applications and draw processes, commercial fishing and mussel harvest data, hunter and boating education data (which are now a part of the current system) could not be included in the makeshift system.
The REAL system has allowed TWRA to reduce its data entry staff from 10 employees to 3 employees by moving the key entry of applications, harvest data, and various license sales from the Nashville office to the public arena via point of sale devices in neighborhood stores. With a change to a makeshift manual system TWRA would again need additional data entry staff to key requests for boat registration certificates and decals, harvest data, quota hunt applications, as well as many other types of sales requests. In this time of economic stress, TWRA does not want to go in this direction. This would be unacceptable to the public and would result in a critical loss of revenue and data for TWRA. A Non-competitive amendment to extend the expiration date of this contract is deemed the sole means of assuring an automated license system meeting TWRA requirements and continuance of the agency's revenue flow while the new contractor develops their system.
AGENCY HEAD SIGNATURE & DATE:  (must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)
Ed Carlo 3.2.09

# NON-COMPETITIVE AMENDMENT REQUEST:

		cy09-146
•		•
	••	
Finance & A	dministration	<u>.</u>
	Finance & A	Finance & Administration

		· ·							
1)	RFS#	RFP-328.01- 60023			•				
2)	Procuring Agency:	Tennessee Wildlife Resources Agency			•.				
		EXISTING CONTRACT INFORMATON			·				
3)	Service Caption :	Develop and administer automated Remote Easy Access Licentechnology at license agent sites and provide an internet site an sales.							
4)	Contractor:	The Active Network, Inc.			···.				
5)	Contract #	FA-05-16159-04							
6)	Contract Start Date :	11/01/2004							
7)	CURRENT Contract Er	nd Date: (if ALL options to extend the contract are exercised)	10/31	1/2009	,				
8)	CURRENT Maximum C	cost: (if ALL options to extend the contract are exercised)	\$8,35	56,375.00					
		PROPOSED AMENDMENT INFORMATON	`						
9) Amendment # 5									
10)	Amendment Effective	Date: (attached explanation required if < 60 days after F&A rece	ipt)	11/01/2009	;				
11)	PROPOSED Contract I	End Date: (if ALL options to extend the contract are exercised)		10/31/2010					
12)	PROPOSED Maximum	Cost: (if ALL options to extend the contract are exercised)	; ; ; ;	\$ 10,171,244.00	•				
	Approval Criteria : [	use of Non-Competitive Negotiation is in the best	intere	est of the state					
	(delication of the control of the co	only one uniquely qualified service provider able	to pro	vide the service	٠				
14)	Description of the Pro	posed Amendment Effects & Any Additional Service :			٠.				
	Amendment 5 will exter contract specifications.	nd the expiration of the contract by one year. Services will be the	same a	as currently required by	the current				
15)	Explanation of Need for	or the Proposed Amendment :		•	Rose to				
					٠				

A request for proposals is in process at the present time which will lead to a contract to replace the current license system contract. This contract expires on 10/31/2009. The TWRA license system is complex and provides the primary source of TWRA revenue. It is felt that, due to the complexity of the system, if the contract is awarded to a vendor other than the current contractor, there will not be sufficient time for the new contractor to fully develop the system as required by the RFP and be prepared for system production by the scheduled implementation date. This would result in a serious loss of revenue for TWRA and have a profound impact on the agency's ability to serve the needs of the hunting, fishing, and boating public.

**RECEIVED**By OCR at 9:01 am, Mar 03, 2009

16) Name & Address of Contractor's Current Principal Owner(s): (not required for a TN state education institution)
Contractor is a corporation.
Matt Landa, President 10182 Telesis Court, Suite 100
San Diego, CA 92121-4777
17) Office for Information Resources Endorsement: (required for information technology service; n/a to THDA)
Documentation is Not Applicable to this Request Attached to this Request
18) eHealth Initiative Endorsement: (required for health-related professional, pharmaceutical, laboratory, or imaging service)
Documentation is Not Applicable to this Request Attached to this Request
19) Department of Human Resources Endorsement : (required for state employees training service)
Documentation is Not Applicable to this Request Attached to this Request
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :
A request for proposals is in process at the present time which will lead to a contract to replace the current license system contract, which expires on 10/31/2009. This request is to provide time for our department to complete the new RFP process and allow the selected vendor to complete the required design and programming prior to implementation.
21) Justification for the Proposed Non-Competitive Amendment :
The subject contract for this amendment is for our Remote Easy Access License (REAL) system, on which TWRA is highly dependent as our primary revenue source. We are asking for approval of a non-competitive contract amendment to extend the current contract by one year. To allow the current system provided by The Active Network, Inc. to expire without a new system in place would require TWRA to develop a makeshift manual system of issuing licenses, which would not provide customer data and would take away any knowledge of the TWRA constituency. In addition, processing of a vast array of data collected by the REAL system now in place, such as license agent data, big game harvest data, quota hunt applications and draw processes, commercial fishing and mussel harvest data, hunter and boating education data (which are now a part of the current system) could not be included in the makeshift system.  The REAL system has allowed TWRA to reduce its data entry staff from 10 employees to 3 employees by moving the key entry of applications, harvest data, and various license sales from the Nashville office to the public arena via point of sale devices in neighborhood stores. With a change to a makeshift manual system TWRA would again need additional data entry staff to key requests for boat registration certificates and decals, harvest data, quota hunt applications, as well as many other types of sales requests. In this time of economic stress, TWRA does not want to go in this direction. This would be unacceptable to the public and would result in a critical loss of revenue and data for TWRA. A Non-competitive amendment to extend the expiration date of this contract is deemed the sole means of assuring an automated license system meeting TWRA requirements and continuance of the agency's revenue flow while the new contractor develops their system.
AGENCY HEAD SIGNATURE & DATE :
( <u>must</u> be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)
Ed Carlo 3.2.09

	2002 N. 200 Carlot Ann. 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		COI	VTRAC	T SU		and the second relative second sec	HEET		021908
RFS#	1					Contract #	<b>f</b>			
		RFS-32	8.01-30	1				FA-05-1	6159-05	
State A	gency					State Age	(C. 1777) *	Mary Mark and Strategies and Strategies and		
Tenne	ssee Wild	life Resources	s Agency							315-781-6639
3655555665555006	tor Name	ON STATE OF THE ST				X202-140312-2003-2003-2003-2003-2003-2003-2003-	350 W. W. C.	EIN or SSN)	0.500/0.7700	19 S.
	ctive Netw					C- d	or X	<b>V-</b> 33-088	34962	
Service	Descript	ion	_							
boat re		s using point o								ning licenses and ng internet including
Cor	ntract BE	GIN Date	Со	ntract END D	ate	Subreci	pient or	Vendor?		CFDA#
	1-Nov-	04		31-Oct-10			Vendor	•		N/A
Mark Ea	ch TRUE	Statement								
		tor is on STA						W-9 is on f		
SACCORT AND DESCRIPTION	nt Code	A7504 TO A STATE OF THE STATE O		bject Code	Fü	Section and Company of the Company o	Fundin	g Grant Coc	le Fund	ing Subgrant Code
	801	6611/691		083	2	<u> </u>	The state of the s	N/A		N/A
FY	393000 V430 SCENESS ST	State	F	ederal	Interde	partmental		Other	2830/05/2014 2010/05/05/05/05/05	L Contract Amount
2005	\$	491,939.00							\$	491,939.00
2006	<u> </u>	1,814,869.00							\$	1,814,869.00
2007	\$	1,814,869.00					_		\$	1,814,869.00
2008	<u> </u>	1,814,869.00							\$	1,814,869.00
2009		1,814,869.00							\$	1,814,869.00
2010	\$	1,814,869.00					<u> </u>		\$	1,814,869.00
2011	\$	604,960.00							\$	604,960.00
TOTAL:	\$ 1	0,171,244.00	\$	-	\$	-	\$		- \$	10,171,244.00
—с		E FOR AMEN	P. S. A. S. A. S.	A STATE OF THE STA	State A	gency Fisc	al Conta	ct & Telepho	one#	
FY	0.000	Contract & mendments	Teach (5 (6 (6 (6 (6 (6 (6 (6 (6 (6 (6 (6 (6 (6	mendment DNLÝ				dra Mosely 78	31-6512	
2005	\$	491,939.00			State A	gency Budo	get Offic	er Approval		Part I
2006	\$	1,814,869.00								
2007	\$	1,814,869.00								
2008	\$	1,814,869.00				~ 0 ~ HF		. Fig. 1		
2009	\$	1,814,869.00	1		250 355027777772207000	6 Tar Service 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Property and the second second	North March 1970 Control of Contr	Control of the Contro	§ 9-4-5113, that there expenditure is required.
2010	\$	1,814,869.00			to be pa	id that is not	73.55 N.S. 100.00 N.S. 100	THE COURSE CONTRACT TO SELECT A SECURITION OF THE SECURITION OF TH		ons previously
2011	\$	604,960.00			incurred	/				
TOTAL:	\$ 1	0,171,244.00	\$	-		***************************************		The state of the s	en og et seneraret og bloker i forskill 2005 200 200 f.h.	er over en
End Date	10/	31/2009	10/	31/2010				•		
Contrac	tor Owne	ership (comple	ete for ALL	oase contracts	N/A to an	nendments or	delegate	d authorities)		
Afric	an Americar	n Pers	on w/ Disabi	ity	Hispanic		Small E	Business	Go	vernment
Asia	ın	Fema	ale		Native Ame	rican	иот мі	nority/Disadvan	itaged	Other
Contrac	tor Selec	tion Method	(complete	or ALL base co	ntracts— N	/A to amendr	nents or c	lelegated author	orities)	
	RFP			Competit	ive Negoti	ation*		Alte	rnative Com	petitive Method*
	Non-Com	petitive Negoti	ation*	Negotiati	on w/ Gov	ernment (iD,	GG,GU)	Othe	er*	
* Procur	ement Pr	ocess Summ	ary (comp	lete for Non-Co	npetitive N	egotiation, Co	ompetitive	Negotiation, 0	DR Alternative	Method)
N/A for an	mendments	<b>6</b> .								

		CONTRA	CT SUMM	ARY SHE	ET SUPPL	EMENT	in the second second second
Contract Numb	ber:			F	FA-05-16159-05		
Fiscal Year:				-	2009		
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA#	Amount
32801	6611	083	20				\$1,564,318.00
32801	6913	083	20				\$250,551.00
	;			:			
				:		٠.	
	÷			:			
	ï		٠.			:	
	+ 1 + 1	·					
				,			
	÷ ;						
						<u>:</u>	
	41.5						
						,	
					:		
					·	,	
			TOTAL				\$1,814,869.00

· [4] . 4 . . .

		CONTRA	CTSUMM	ARY SHE	ELSUPPL	EMENT	
Contract Numb	ber:			F	A-05-16159-05		
Fiscal Year:					2010		
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA#	Amount
32801	6611	083	20				\$1,564,318.00
32801	6913	083	20				\$250,551.00
				:			
				:			·
							1 11 2
				·			
		,					
·-··							
		,					
				:			
	· · ·						
			:				
				-			
	<u> </u>		TOTAL				\$1,814,869.00

and the second		CONTRA	CT SUMM	ARY SHE	ET SUPPL	EMENT	80005
Contract Numb	er:			F	A-05-16159-05		
Fiscal Year:			The second secon		2011		
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA#	Amount
32801	6611	083	20				\$521,443.00
32801	. 6913	083	20	·			\$83,517.00
							·
				3			
				,			
				:			
	:						
	:				,	. '	<del>-</del>
				:			
				;			
	:					. *	
						-	
		Services and	TOTAL				\$604,960.00

## **AMENDMENT 5 TO FA-05-16159**

This Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and THE ACTIVE NETWORK, INC., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

- 1. The text of Contract Section B.1 is deleted in its entirety and replaced with the following:
- B.1. <u>Contract Term.</u> This Contract shall be effective for the period commencing on November 1, 2004 and ending on October 31, 2010. The State shall have no obligation for services rendered by the Contractor that are not performed within the specified period.
- 2. The text of Contract Section C.1 is deleted in its entirety and replaced with the following:
- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Eight Million, three hundred fifty six thousand, three hundred seventy five Dollars (\$10,171,244.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective 11/1/2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,
THE ACTIVE NETWORK, INC.:

**CONTRACTOR SIGNATURE** 

DATE

Matt Landa, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

**TENNESSEE WILDLIFE RESOURCES AGENCY:** 

Gary T. Myers, Executive Director

DATE

#### APPROVED:

M. D. GOETZ, JR.
COMMISSIONER OF FINANCE & ADMINISTRATION

DATE

JUSTIN P. WILSON COMPTROLLER OF THE TREASURY

DATE

060206

CY09-90

### REQUEST: RULE EXCEPTION

APPROVED Contingent upon approval of a
NON-Competitive amendment request

Commissioner of Finance & Administration

Date:

Date:

P. 9. 2000

INFOR	MATION ABOUT THE EXC	EPTION(S) R	EQUESTED		
SUBJECT RULE NUMBER(S):					
0620-3-307(5)					
DESCRIPTION OF EXCEPTION(S):					
TWRA seeks a rule exception to permit a si	x (6) year contract.	•			
				-	: .

JUSTIFICATION: (compelling rationale for and validation of rule exception request)

The subject contract for this request (FA-05-16159-04) is for our Remote Easy Access License (REAL) system, on which TWRA is highly dependent as our primary revenue source. We are asking for a rule exception to extend the current contract by one year, which would be for a total of six (6) years. A request for proposals is in process at the present time which will lead to a contract to replace the current license system contract. This contract expires on 10/31/2009. The TWRA license system is complex and provides the primary source of TWRA revenue. It is felt that, due to the complexity of the system, if the contract is awarded to a vendor other than the current contractor, there will not be sufficient time for the new contractor to fully develop the system as required by the RFP and be prepared for system production by the scheduled implementation date.

To allow the current system provided by The Active Network, Inc. to expire without a new system in place would require TWRA to develop a makeshift manual system of issuing licenses, which would not provide customer data and would take away any knowledge of the TWRA constituency. In addition, processing of a vast array of data collected by the REAL system now in place, such as license agent data, big game harvest data, quota hunt applications and draw processes; commercial fishing and mussel harvest data, hunter and boating education data (which are now a part of the current system) could not be included in the makeshift system.

The REAL system has allowed TWRA to reduce its data entry staff from 10 employees to 3 employees by moving the key entry of applications, harvest data, and various license sales from the Nashville office to the public arena via point of sale devices in neighborhood stores. With a change to a makeshift manual system TWRA would again need additional data entry staff to key requests for boat registration certificates and decals, harvest data, quota hunt applications, as well as many other types of sales requests. In this time of economic stress, TWRA does not want to go in this direction. This would be unacceptable to the public and would result in a critical loss of revenue and data for TWRA. A Non-competitive amendment to extend the expiration date of this contract is deemed the sole means of assuring an automated license system meeting TWRA requirements and continuance of the agency's revenue flow while the new contractor develops their system.

	INFORMATION REGARDING THE	APPLICABLE (	CONTRACT	· · · · · ·
CONTRACTOR:	The Active Network, Inc.			
SERVICE INVOLVED:	Develop and administer automated Remote E technology at license agent sites and provide sales.	asy Access.Lice an internet site	ense (R.E.A.L.) System using and telephone fulfillment cent	point of sale er for:licens
	·		OCR	
	<u> </u>		EER 0 4 2009	,

-FR 0 ( 700a

RECEIVED

<u></u>	060206
BEGIN DATE:	11/01/2004
END DATE (including ALL options for term extension):	10/31/2010
MAXIMUM LIABILITY (including Al-L options for term extension):	\$ 10,171,244.00
AGENCY HEAD REQUEST SIGNATURE: (signed by the procuring agency head or authorized signatory)  Lawy	
SIGNATURE DATE:	J 2/3/09

## RFP CANCELLATION REQUEST:

			Commissioner of Finance & Administrate:	stration		
			Date:			
1)	REQUEST RFS #	328.01-00024				
2)	RFP#	328.01-698				
3)	SERVICE :	Services and equipment necessary to a Remote Easy Access License (R.E.	support the provision, implementation, .A.L.) system.	and management of		
4)	STATUTORY APPROVAL	unreasonably high prices				
	CRITERIA	failure of all proposals to mee	technical specifications			
	(per T.C.A., §12-4- 109 (a)(1)(C)) :	error in the request for propos	als			
		cessation of need				
	·	unavailability of funds				
		proceeding with the procurem	ent would be detrimental to the state'	s best interests		
5)	REASON AND JUST	TIFICATION FOR RFP CANCELLATION :				
	ly one proposal was project.	received and the prices associated wi	h that proposal were three times the bu	dgeted amount for		
6)	AGENCY HEAD SIG	NATURE & DATE (procuring agency head	or authorized signatory):			
•	Tod	Carlo		6 60		
Ed	Carter, Executive Di	irector, Tennessee Wildlife Resources	Agency Date 3	19/07		

APPROVED

5			CO	NTRAC	T SU			SHEET		. 021908
RFS#				(in the state of t		Contrac	t#.			
		RFS-328	3.01-3	01		FA-05-16159-04				
State Ag	gency					State Agency Division				
Tennes	ssee Wild	life Resources	Agency			Informa	ation	Technology, Caro	l Freer	man, 615-781-6639
Contrac	tor Name					Contrac	tor l	D # (FEIN or SSN		
The Ac	tive Netw	ork, Inc.				C-	or	χ V- 33-08	84962	
Sales And White Committee and	Descript	the control of the control of the control					特別			
boat re	Develop and administer the automated Remote Easy Access License (REAL) System to sell hunting and fishing licenses and boat registrations using point of sale technology at license agent sites, using telephone sales center, and using internet including fulfillment of the sale.									
Con	itract BE	GIN Date	C	ontract END D	ate	Sübre	cipi	ent or Vendor?		CFDA#
	1-Nov-	04		31-Oct-09		·	\	/endor		N/A
Mark Ea	ch TRUE	Statement								
100 ACC	Contrac	tor is on STA						Form W-9 is on		
Allotme	nt Code	∂Cost Cente	5 - 2.90   1 - 7 - 2 - 1	Object Code	1 5, 629 (1986) Stanford (1971) 929	nd	, F	2420 N 1 L A SHE HARRY AND	de	Funding Subgrant Code
328		6611/6913		083	<u> </u>	:0	1. 27	N/A	200 800 30 8	N/A
FΥ	CARLANA PROPERTY	State		Federal :	Interde	epartmen	tal	Other		TOTAL Contract Amount
2005	\$	491,939.00								\$ 491,939.00
2006	\$	1,814,869.00								\$ 1,814,869.00
2007	\$	1,814,869.00								\$ 1,814,869.00
2008	\$	1,814,869.00								\$ 1,814,869.00
2009	\$	1,814,869.00								\$ 1,814,869.00
2010	\$	604,960.00								\$ 604,960.00
TOTAL:	\$	8,356,375.00	\$	-	\$		-	\$	-	\$ 8,356,375.00
$  \epsilon$	rear and the residence	E FOR AMEN			State A	gency Fi	scal	Contact & Teleph	one#	
FY	Part of the Control of the Control	Contract & mendments	THIS	Amendment ONLY				Sandra Mosely	a arrondos a quel pro a sega	2
2005	\$	491,939.00	-		State A	gency Bu	ıdge	t Officer Approva	1	
2006	\$	1,814,869.00					1-}			
2007	\$	1,814,869.00			as diamen		$\sum$	- laky		
2008	\$	1,814,869.00								T.C.A., § 9-4-5113, that there
2009	\$	1,814,869.00								igated expenditure is required obligations previously
2010	\$	604,960.00			incurred	Charles and the state of the st				gi eta erekan.
TOTAL:	\$	8,356,375.00	\$	-						
End Date	-1	/31/2009	ł	0/31/2009						
Contrac	tor Own	e <b>rship</b> (comple	ete for AL	base contracts	1	nendment	or d	elegated authorities) I	1	
Afric Asia	an America	n Pers Fema	on w/ Disa ale	bility	Hispanic Native Am	erican		Small Business NOT Minority/Disadva	antaged	Government
a 19		3 1		e for Al II base oc	3		ndme	l ents or delegated aut		
Johnac	RFP		WETER MITTE	1 8	itive Negot		9,096,168 B			e Competitive Method*
<b> </b>	4	npetitive Negoti	ation*		tion w/ Go		ID,G0	G,GU) Ot	her *	
* Procur	8			9 9				npetitive Negotiation,	OR All	ernative Method)
935BF 15, 531 2			ALL PROPERTY OF THE PARTY OF TH	entro en esperante por la constitución de la consti	CARTERIA FORESTA	THE STATE OF STATE OF	military 1	<u> 1900 - El Torre de Proposition de la Mariel de la Marie</u>		
IN/A for ar	mendment	S.								

		CONTRA	CT SUMM	ARY SHE	ET SUPPI	EMENT	8080
Contract Numb	ber:				FA-05-16159-04		
Fiscal Year:	india Parameter				2009		
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA#	Amount
32801	6611	083	20				\$1,564,318.00
32801	6913	083	20				\$250,551.00
	·						
	·						
			·	·	·		
			·				
							•
	-					·	
					·		
	·						
			·				
							-
				·			
	-						
				:			
			TOTAL				\$1,814,869.00

e d'i s

#### AMENDMENT 4 TO FA-05-16159

This Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and Central Bank, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

- 1. The following is added as Contract Section E.22.:
  - E.22. <u>Contractor Name</u>. All references to "Central Bank" shall be deleted and replaced with "The Active Network, Inc."
- 2. The following is added as Contract Section E.23.:
  - E.23. <u>Federal Employer Identification Number</u>. All references to FEIN, "43-0975002" shall be deleted and replaced with FEIN. "33-0884962."

The revisions set forth herein shall be effective 11/06/2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

THE ACTIVE NETWORK, INC.:

Matt 13.71	11/18/08.	
CONTRACTOR SIGNATURE	DATE	
Matt Landa, President		
PRINTED NAME AND TITLE OF CON	TRACTOR SIGNATORY (above)	
TENNESSEE WILDLIFE RESOURCE	S AGENCY:	
Jary T Myerono	11/6/08	
Gary T. Myers, Executive Director	DATE / '	

APPROVED:

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

# NOT APPLICABLE

DEBORAH E. STORY, COMMISSIONER DEPARTMENT OF HUMAN RESOURCES	DATE
M. C. Mogan	12/18/08
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY	DATE /

## **AMENDMENT 4 TO FA-05-16159**

This Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and Central Bank, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

- 1. The following is added as Contract Section E.22.:
  - E.22. Contractor Name. All references to "Central Bank" shall be deleted and replaced with "The Active Network, Inc."
- 2. The following is added as Contract Section E.23.:
  - E.23. <u>Federal Employer Identification Number</u>. All references to FEIN, "43-0975002" shall be deleted and replaced with FEIN, "33-0884962."

The revisions set forth herein shall be effective 11/06/2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

THE ACTIVE NETWORK, INC.:

Mat 13.71	11/18/08
CONTRACTOR SIGNATURE	DATE
Matt Landa, President	
PRINTED NAME AND TITLE OF CONTRACTOR SIGN	NATORY (above)
TENNESSEE WILDLIFE RESOURCES AGENCY:	
Plans T Musero no	11/6/08
Gary T. Myers, Executive Director	DATE. /

APPROVED:

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

12/7/00

DATE

## NOT APPLICABLE

DEBORAH E. STORY, COMMISSIONER DEPARTMENT OF HUMAN RESOURCES	DATE	
de La Magan	12/18/08	
JOHN G MORGAN COMPTROLLER OF THE TREASURY	DATE /	

·	CONTRACT SUMMARY SHEET 070407														
RFS #				Piopesi				Contract #							
		RFS	-328	3.01-30	)1					I	FA-05-1	615	9-03		
State A	gency							State Ag	ency l	Divisio	n				
Tenne	ssee Wild	llife Resou	ırces	Agency				Information Technology, Carol Freeman, 615-781-6639							39
Contrac	tor Nam	e in the same						Contractor ID # (FEIN or SSN)							
Centra	ıl Bank						C- or X V- 430975000								
Charles many content many suf-	Descrip	Work, Number Descr. Date Discourse													
boat re	Develop and administer the automated Remote Easy Access License (REAL) System to sell hunting and fishing licenses and boat registrations using point of sale technology at license agent sites, using telephone sales center, and using internet including fulfillment of the sale.														
Cor	itract BE	GIN Date		Co	ontract END	) Date		Subre	ipien	t or Ve	ndor?	in an	####CF	DA#	
	-voV-	04			31-Oct-0	9			Ven	idor			. 1	N/A	
Mark E	ch TRUE	Stateme	nt											100 Ja	
Х		tor is on											Accounts		
Allotme	nt Code	Cost C			bject Code		CARL SECTIONS	nd	Fun	A	hundalist mannenasias	ie 🔠	Funding	d in dead will	int Code
	801	6611/	6913		083	esiden in Alberta	2		awaya Libang		/A	4094890000		N/A	20 NOTES NAME OF B
FY	1 htt Annahals eintlick	State		F.	ederal		Interde	partmenta			Other.		TOTAL C	Addition (William and	Control of the Contro
2005	\$	491,939		<u> </u>	····		····						\$		1,939.00
2006		1,814,869											\$		4,869.00
2007	\$	1,814,869	.00										\$		4,869.00
2008	\$	1,814,869	.00				· · · · · · · · · · · · · · · · · · ·			<del></del>			\$		4,869.00
2009	\$	1,814,869	.00										\$-		4,869.00
2010	\$	604,960	.00										\$		4,960.00
TOTAL	· ·	8,356,375		\$	-	\$		-	\$		•	-	\$	8,356	,375.00
::::C	die americanie et in eine	BIRTON STATE STATE OF THE STATE	PRESENTATIONS OF	Children of the Children	ONLY—	228(1 t.63.1/m	tate Ag	ency Fisc	al Cor	itact &	Telepho	ne#			
FY	SALES AND ASSESSMENT OF THE	Contract mendmer	CANADA SALES	color description by a	mendment DNLY		900/81550c.pn.c				Mosely 78	31-6512	2	on a supplied to	5514-341-721-9734-743-243
2005	\$	491,939	.00			S	tate Ag	ency Bud	jet Of	ficer A	pproval				
2006	\$	1,814,869	.00				1	1. ~	. 1		-b 1-	On	m		
2007	\$	1,814,869	.00				4	100.70	LU	un	gion	7,	77 10 /		
2008	\$	1,814,869	.00			Fü	ndina	Certificati	on (cei	rtificatio	n, required	by T.C	D.A., § 9-4-5	5113, the	it there is
2009	\$	1,814,869	.00			a b	alance	n the appro	oriation	from w	hich the ob	ligatec	d expenditur	e is requ	iired to be
2010	\$	604,960	.00			pai	o mai is	not otherwi	se enci	niineie	u to pay up	iligatioi	is grevious	yaneenie	, U
TOTAL:	\$	8,356,375	.00	\$	-								ESE.		$\circ$
End Date	. 10/	31/2009		10/	31/2009			٠			•			7	
Contrac	tor Owne	rship (co	mplete	elonly for	base contrac	ts:with	contrac	t#prefix:F	Vor GF	3) 44 6				25	
Afric	an Americ	an [	Р	Person w	Disability		Hispa	anic		-1	l Business			ರ	\$*\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Asia				emale				e American			Minority/D	- 24 to	antaged 🦳	<u> </u>	· · · · · · · · · · · · · · · · · · ·
Bijakosa Heri markis ar	THE STREET OF THE PARTY OF THE	tion Meth	od (c	omplete	or ALL base	in sections	e a libraria a baseria a	majord or a straight as 1 agreement	ments	or delec	100,000,000				
	RFP						Negotia			Ĺ	Alterr	native	Competitiv	e Metho	od"
1		petitive Ne						rnment (ID,		enegales es co	hid gidak dana 442	ubalensar	S Has of Last Section 20	TO 10 10 10 10 10 10 10 10 10 10 10 10 10	6883.038845.036°3866
* Procure	ement Pr	ocess Su	mmar	n <b>y</b> (comp	lete for Non-0	Jompe	etitive N	egotiation, C	ompeti	tive Ne	gotiation; ©	ਮ:Alte	rnative Metl	າ໐ປ) 💨	
NI/A 4+====		and the same of the			, v										
IN/A for am	endments														1

		CONTRA	CTSUMN	ARY SHE	ET SUPPL	EMENT							
Contract Numb	oer:		FA-05-16159-03										
Fiscal Year:			2008										
Allotment Code	Cost/Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA#	Amount						
32801	6611	083	20		·		\$1,564,318.00						
32801	6913	083	20				\$250,551.00						
	•												
							·						
·	3.1 · · · · · · · · · · · · · · · · · · ·				·	·							
						<u> </u>							
		•											
				······································									
		·											
	· · · · · · · · · · · · · · · · · · ·												
				· · · · · · · · · · · · · · · · · · ·									
							·						
	,												
			TOTAL				\$1,814,869.00						
							\$ 1,5 1 1,500.00						

		CONTRA	CT SUMN	IARY SHE	ETSUPP	LEMENT	
Contract Num	ber:			F	FA-05-16159-00	3	
Fiscal Year:					2009		
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA#	Amount
. 32801	6611	083	. 20				\$1,564,318.00
32801	6913	083	20				\$250,551.00
		· · · · · · · · · · · · · · · · · · ·				·	ے د
·							
	·						
· .							
		·	;				
				·			
					-		
			TOTAL				\$1,814,869.00

		CONTRA	CT SUMM	ARY SHE	ET SUPPI	EMENT	
Contract Num	oer:			F	A-05-16159-03	•	
Fiscal Year:					2010		
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA#	Amount
32801	6611	083	20			·	\$521,443.00
32801	6913	083	20				\$83,517.00
				******			
·					. :		
	·						
		·					
				·			
			·				
		·				·	
						,	
			TOTAL				\$604,960.00

#### AMENDMENT 3 TO FA-05-16159

This Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and Central Bank, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

- 1. The text of Contract Section C.3.6 is deleted in its entirety and replaced with the following:
- C.3.6.1 Payment Methodology: Additional Agent Equipment Fee (In excess of 1100 Equipment Units). The Contractor shall be compensated based on the Additional Agent Equipment Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

Service Unit	 Rate
One Additional Agent Equipment Fee	 \$250.00

C.3.6.2 Payment Methodology: Additional Agent Equipment Fee – POS Printer Only. The Contractor shall be compensated based on the Additional Agent Equipment Fee – POS Printer Only in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

Service Unit		Rate
One Additional Agent Equipment Fed	e - POS Printer Only	\$125.00

The revisions set forth herein shall be effective 11/01/2007. All other terms and conditions not expressly amended herein shall remain in full force and effect.

	IN WITNESS WHEREOF:			
	CENTRAL BANK:			
			•	
. ,		•		
(		09.18.00		
	CONTRACTOR SIGNATURE	DATE		
	Robert C. Ramey, Vice President			
	PRINTED NAME AND TITLE OF CONTRACTOR SIGNAT	ORY (above)		
	TENNESSEE WILDLIFE RESOURCES AGENCY:			
			•	
	Lang J Myen	10-4-07		
	Gary T. Myers, Executive Director	DATE		
	APPROVED:			
	AFFROVED.			
,				
	m.s. Gety, go. 1Km	DEC 0 6 2007		
•	M. D. GOETZ, JR., COMMISSIONER	DATE		
	DEPARTMENT OF FINANCE AND ADMINISTRATION			
			•	
	AINT AFFILION AFIE			
	NOT APPLICABLE	• •		
•	DEBORAH E. STORY, COMMISSIONER DEPARTMENT OF HUMAN RESOURCES	DATE		
			•	
			·	
	( John G. Nogan	12/12/07		
	JOHN G. MORGAN, COMPTROLLER OF THE TREASURY	DATE		-

es la						· μ'								
				CT		JMMA	RY	' S	HEI	<b>E</b> T			0	21406
PFS#	14. 持人们对各份编章	e Gravier		AMA pating	lin i g	Contract	#	1. 1.	ing in a	10/12		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	oli. Aylta Ord	Qello.
	RFS-328	.01-3	301	•					FA-05-	1615	9-02	٠		
State Agenc	y	To have		Capter Strange		State Ag	ency [	Divisio	n Sala	<b>沙塘</b>	April Supe	ANTE		£,22,
Tennessee	Wildlife Resources A	gency				Inforn	Information Technology							
Contractor I	Name			\$ 4.99 ym	ork Herbig	Contract	or ID #	# (FEIN	l or SSN)	5. <b>13</b> (1)			i di dina di di	
Central Bar	ηk					□ c- ⟨	or x V	/-	43-097500	2				
Service Des	cription	i by sta	gripe (170)	niko (kintek)	() which	2019年6月2日		e applicable	TOWNS THE	<b>沙猪</b> 。		rigisiyasi-		Maria Par
Develop an registration of the sale.	d administer the autors using point of sale to	mated echnologi	Remote ogy at i	e Easy Aci	cess Li ent site	cense (REAL) s, using teleph	Syster ionė sa	m to se ales ce	ell hunting inter, and i	and fi using i	shing lice internet i	nses a ncludin	ind boat g fulfillim	ent
Contrac	t Begin Date	i bildak	Contra	ct End Da	ite 🧠	SUBREC	IPIEN	T or V	ENDOR?	激烈	0,4546.W.y.	CFDA	# 1887 182	5.50
Noven	nber 1, 2004		Octob	er 31, 200	9		Ver	ndor		100	-	n/a		
	RUE Statement	可持續以											a aprila	Children.
	ctor is on STARS code Cost Cent	ne Nam	alide Oh	inat Cada	74125 and late	1			rm W-9 is				mos () 257 (prop. )	
32801	6613	.CIFYEV.		6913/08		20	Section of the section	runair	ig Grant⊮C n/a	ode	Funair	ng Sur n/		)de
	State State	<b>#</b> (147)			∦ ∭Int		al 🔄	a vojeta			TOTAL			unt
2004/05	\$491,939.00							<u> </u>					\$491,939	
2005/06	\$1,814,869:00									111		\$	1,814,869	9.00
2006/07	\$1,814,869.00									F. 1		\$	1,814,869	9.00
2007/08	\$1,814 <i>/</i> 8;69.00	2001	0			:			-	2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 /	-	\$	1,814,869	9.00
2008/09	\$1,814,869.00	~ e 85. t	سوس وسم									\$	1,814,869	9.00
2009/10	\$604,960.00	d tod i to	1 /	i.								:	\$604,960	0.00
TOTAL:	\$8,356,375.00							<del></del>	:	13		\$8	3,356,375	5.00
—cow	IPLETE FOR AMEND	MENT	SONL	γ <u>—</u>	Stat	e Agency Fis	cal Co	ntact	& Telepho	ne #		aren girark	i Hiller or	
FY	Base Contract & Prior Amendments	<u> TH</u>	1.00	endment LY		antro	a M	~	elec	. 7	781-	(a)	12	
2005	\$491,939.00	40 40000 3640		0	Stat	e Agency Bu	dget O	fficer	Approval					
2006	\$1,814,869.00		· · · · · ·	, 0	-	length may be the way	- English	M - 403 M (1979)	- Military Constitution of the Constitution of			TO THE PERSON NAMED IN	ET - 02 OEEE TOWNER, 2	903***
2007	\$1,814,869.00		<del></del>	0	-1									
2008	\$1,814,869.00			. 0	Fun	ding Certifica	tion (c	ertificat	ion, require	by Т.	C.A., § 9-	1-5113.	that there	is
2009	\$1,814,869.00	1.	• •	. 0	a ba	ance in the app that is not other	ropriatio	on from	which the o	blicate	d expendi	ure is r	equired to	be
2010	\$604,960.00	<del> </del>	:	0		A STATE OF THE PROPERTY OF THE PARTY OF THE	A 1977)	ha ta parti, delikaj			14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		ال الدر	<b>想到我,</b> 自
TOTAL:	\$8,356,375.00			. 0								-<		
End Date:	10/31/2009		10/31/	2009			•		# 2 4			200	[ ] ]	,
Contractor O	wnership (complete o	nly for h	ase cor	tracts with	contrac	# prefix: FA or	GBV		44.7	W. Co.		7.734. 7.732.	- 1944 - T	1-000 / / / / / / / / / / / / / / / / / /
			sability		spanic			Busine	ee	N	OT minor	tuldico	dvantage	4
Asian	Fema			$\equiv$		nerican			rity/disadva	7.7		ty/uisa	uvamaget	1
	election Method (con	-	or ALL E								<b>u—</b> Alexandri	AND THE		10, 70gud 1 VO 875
RFP				Competiti						i Á	tive Comp	etitive	Method	
Non-C	ompetitive Negotiation			· ·	_	vernment (e.g.,	ID, GG.	GU)	<u> </u>	ther				
Procurement	Process Summary		te for se								titive Nego	tiation,	OR Other	)* "Si
N/A for amendm	nents.		:						1					
•												•		
						•			1	. •				1

### AMENDMENT 2 TO FA-05-16159

This Contract, by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the State, and Central Bank, hereinafter referred to as the Contractor, is hereby amended as follows:

Delete Section C.3.18 in its entirety and insert the following in its place:

C.3.18 Payment Methodology: One Completed Internet Quota Hunt Application Transaction Fee for Annual and Lifetime Sportsman License Holders. This fee will be applied as stated regardless of the number of hunt choices made by the Sportsman and regardless of the number of hunts the Sportsman requests to be awarded. The Contractor shall be compensated based on One Completed Internet Quota Hunt Application Transaction Fee for Annual and Lifetime Sportsman License Holders Transaction Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

Service Unit			Rat	e	
One Completed Internet Quota Hur	it Application Transaction F	ee	\$1.00	) ;: C	
for Annual and Lifetime Sportsmen	ı License Holders		 • ;		

# IN WITNESS WHEREOF: CENTRAL BANK Robert C. Ramey, Vice President TENNESSEE WILDLIFE RESOURCES AGENCY Gary T. Myers, Executive Director( APPROVED: DEPARTMENT OF FINANCE AND ADMINISTRATION: MAY 2 5 2006 M. D. Goetz, Jr., Commissioner Date DEPARTMENT OF PERSONNEL: Nat Johnson, Acting Commissioner Date COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasur

5.26-06

### CODENTATE   A CODENTATE							-11		****		L.,		0	11503	
Temperature			CEO	NVT	R. A. C. T	SU.	M. M. A	R#Y//	H.E	ĖMT		逐渐模划		批學漢語	
Contraction	RFS Numbe	<b>ri</b> RF	S-328.01-301				Contract	Number:	FA-05-1	16159-0	)1				
Control Bank	State Agenc						Division:							orto cari la la company	
Contract   September   Contract   September   Contract   September   Contract   Contra		2	Contract	or			I ▼ V-								
Develop and administer the automated Remote Easy Access Liones (REAL) System to sell hunting and fishing Iloneses and boat registrations using point of sale technology at Ilonese agent sites, using telephone sales center, and using the internet including fulfillment of the sale.    Contract   See   In Date   See   Se	Central Bank						□ ċ-			and the second second	na obe, oboto or subsequenting	and sales of the s	er Line ( manerialise)	argumanni ya ya ya ya ka	
point of sale technology at Ilcense agent sites, using telephone sales center, and using the internet including fulfillment of the sale.    Contract Endinate   Contra						Service E	escription					# 5 \$ 1 P 6 K		<i>382</i> 000000	
November 1, 2004   October 31, 2009   Stant Code   Studyment Code   Stud	Develop and point of sale t	administer echnology	the automated Fat license agent	lemote E sites, us	asy Access Li ing telephone	cense (REA sales cente	L) System to r, and using	o sell hunting the internet in	and fishin cluding fu	g licens Ifillmen	ses and boat t of the sale.	registra	ations us	ing	
Allotherit Code			⊸Contract Begi	n Date					Contr	act En	d Date		Vizie Vina		
Second   S	November 1,	2004	•												
State									i	Gra	nt Code	Sub	grant/C	ode	
### State Egolds   Faderal Funds   Faderal Fun	32801	6i	313 Santasan santasan kalenda	6913/	'08 				AD STOCK MARKET SOM HER	skijandes	anotal C	antract	Δmoun	+16540 (data)	
2006/2007 \$1,814,869.00 \$1,814,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$	FY	Stat	e Funds.	Federa	al Funds		and the committee of the state of the	Other	Funding		Probability of the property of the contract of	THE PROPERTY OF THE PARTY OF THE	CONTRACTOR LANGE COMME	THE PROPERTY OF THE PARTY OF TH	
2006/2007 \$1,814,889.00 \$1,814,814,814,814,814,814,814,814,814,81	2004/2005		\$491,939.00								· · · · · · · · · · · · · · · · · · ·		\$491,9	39.00	
2007/2008 \$1,814,869.00 \$1,814,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,869.00 \$1,814,8	2005/2006	\$1	,814,869.00									\$	31,814,8	69.00	
State	2006/2007	\$1	\$1,814,869.00						٠			\$	31,814,8	39.00	
2009/2010   \$604,960.00   \$604,960.00   \$8,356,375.00   \$8,356,375.00   \$8,356,375.00   \$8,356,375.00   \$8,356,375.00   \$8,356,375.00   \$8,356,375.00   \$8,356,375.00   \$8,356,375.00   \$8,356,375.00   \$1,510,500	2007/2008	\$1	,814,869.00				\$1,814,							39.00	
Total   \$8,356,375.00   \$8,356,375.00   \$8,356,375.00   \$8,356,375.00   \$8,356,375.00   \$2,200,000.00   \$1,314,869.00   \$74.201   \$2,200   \$2,000,000.00   \$1,314,869.00   \$74.201   \$2,200   \$2,000,000.00   \$1,314,869.00   \$74.201   \$2,200   \$2,000,000.00   \$1,314,869.00   \$74.201   \$2,200   \$2,000,000.00   \$1,314,869.00   \$74.201   \$2,200   \$2,000,000.00   \$1,314,869.00   \$74.201   \$2,200   \$2,000,000.00   \$1,314,869.00   \$74.201	2008/2009	\$1	,814,869.00									\$	1,814,86	39.00	
State Fiscal Contact   Is the Contractor & SUBRECIPIENTA (ber ONS 4-133)	2009/2010		604,960.00										\$604,96	30.00	
State Fiscal Contact   Is the Contractor a SUBRECIPIENTS (ps. ONB a 133)   Y	Total	\$8	,356,375.00	•								S	8,356,37	75.00	
Name   P.O. Box 40747, Nashville, TN 37204   Is the Contractor a VENDOR? (per OVB A 123)   Y	CEDA#								Chec	k the i	oox ONLY if	thean	swer is	YES:	
P.O. Box 40747, Nashville, TN 37204   Is the Fiscal Year Funding STRICTLY Is MITED?			AState Fiscal C	ontact			Is the	Contractor a	SUBREC	IPIENT	? (per OMB	A-188)			
P.O. Box 40747, Nashville, TN 37204   Is the Fiscal Year Funding STRICTLY Is MITED?	Name:	Mary Tipt	on	Pånd Historial I Color	инидания с надасторинца орга;	recommende de la commencia de l	Isthe	Contractor a	VENDOR	? (per	OMB-A-133)			Y	
Procuring Agency/Budget Officer Approval:Signature   Is the Contractor on STARS?   Y      Sthe Contractor's FORNIW-9 Filed with Accounts?   Y     Sthe Contractor's FormW-9 Filed with Accounts?   Y     COMPLETE FOR ALL AMENDMENTS/(only)   Funding Certification.    Base Contract's   This Amendment   Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.    FY: 2005				e, TN 37	204			ARTISTICA (ANTONIO POR ANTONIO		aranaarawa madalaraka		7			
Is.the Contractor's FORM W-9 ATTACHED?   Y		niakolizaretarra	namana kang Casa sa aking aking sa	er Δpor	oval Signatur									Y	
State   Contractors   Form W-9   Filed with Accounts   Y								estadieskapadajakob Doministratura	ilika iliya baru Gerta iliya ka 1848	ASSIANTANIA Yengunanan	AGUENO				
COMPLETE FOR ALL AMENDMENTS (only)   Funding Certification				7 (	· )		STAFAS INVOLUENCIONAVIII Decles Sentinos de Alberta	sonenesia kararangan Kararangan		CONTRACTOR	en denn geroege de serie. Se de selvelse began sin st				
Base   Contract   This Amendment   Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.    FY: 2005		V ~	man man a commercial man All States of Commercial Comme	~/4	entrana o como mesa successi	vecacamanae-mostava	Is the	Contractors i	ormiW-9	Filed	With Accour	its?		Y descriptions	
PrionAmendments   ONLY   Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.    FY: 2005		COMPLE		<b>有限的信息的</b> 等	Alter Annual Colored To a High State				TAME PROPERTY OF	or a contract of the	NATALICA EN MEDICA POR PORTO				
## ## ## ## ## ## ## ## ## ## ## ## ##							Finance ar	d Administrati	ion, do he	reby ce	ertify that ther	e is a b	alance i	n	
FY: 2006       \$2,000,000.00       -\$185,131.00         FY: 2007       \$2,000,000.00       -\$185,131.00         FY: 2008       \$2,000,000.00       -\$185,131.00         FY: 2009       \$500,000.00       \$1,314,869.00         FY: 2010       604,960.00	END!	DATE >	10/31/2009				the approp	riation from wi se encumbere	nich this o ed to pay (	bligatic obligati	on is required ons previous	to be p ly incur	aid that red.	is	
FY: 2007       \$2,000,000.00       -\$185,131.00         FY: 2008       \$2,000,000.00       -\$185,131.00         FY: 2009       \$500,000.00       \$1,314,869.00         FY: 2010       604,960.00	FY: 2005		\$1,500,	00.00	-\$1,0	08,061.00	,							İ	
FY: 2008       \$2,000,000.00       -\$185,131.00         FY: 2009       \$500,000.00       \$1,314,869.00         FY: 2010       604,960.00	FY: 2006		\$2,000,	00.00	-\$1	85,131.00					٠.			ļ.	
FY: 2009 \$500,000.00 \$1,314,869.00 FY: 2010 604,960.00	FY: 2007		\$2,000,	00.000	-\$1	85,131.00			•		СО	700	- إليا-	, , ,	
FY: 2010 604,960.00 SQ 2	FY: 2008					85,131.00		· · · · · · · · · · · · · · · · · · ·	•		APT AAG	<u>د</u>	50		
F1: 2010 004,500.00 SQL	FY: 2009	· ·							£	MIG.	1	0			
Total: \$8,000,000.00 \$356,375.00 JUN 2 9 205	FY: 2010				6	04,960.00		•	2 1	an An An					
SOLIC A TOWN		Total:	\$8,000,	00.00	\$3	56,375.00	· 11 H	1 2 9 200E		;	S OF				
AND	September 19 10 10 10 10 10 10 10 10 10 10 10 10 10	API (2011-12/1902) [2]	#				ا <u>ن</u>	The second secon	# #*		.FIQI	Ç,	O		

# AMENDMENT 1 TO FA-05-16159

This Contract, by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the State, and Central Bank, hereinafter referred to as the Contractor, is hereby amended as follows:

Delete Section C.1. in its entirety and insert the following in its place:

C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Contract exceed Eight Million, three hundred fifty six thousand, three hundred seventy five Dollars (\$8,356,375.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

Add the following as Sections C.3.18 - C.3.20 and renumber any subsequent sections as necessary:

C.3.18 Payment Methodology: One Completed Internet Quota Hunt Application Transaction Fee for Annual and Lifetime Sportsman License Holders. This fee will be applied as stated regardless of the number of hunt choices made by the Sportsman and regardless of the number of hunts the Sportsman requests to be awarded. The Contractor shall be compensated based on One Completed Internet Quota Hunt Application Transaction Fee for Annual and Lifetime Sportsman License Holders Transaction Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

Service Unit		Rate	
One Completed Internet Quota Hunt Application Transaction	on Fee	\$2.00	
for Annual and Lifetime Sportsmen License Holders			

C.3.19 Payment Methodology: One Completed Internet Quota Hunt Application Transaction Fee for Non Sportsman License Holders. This fee will be applied as stated regardless of the number of hunt choices made by the Customer. The Contractor shall be compensated based on One Completed Internet Quota Hunt Application Transaction Fee for Non Sportsman License Holders Transaction Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

Service Unit	 Rate
One Completed Internet Quota Hunt Application Transaction Fee	 \$2.00 plus \$0.50 for each
for Non Sportsman License Holders	requested hunt award

Payment Methodology: One Completed POS Quota Hunt Application Transaction Fee for Both Annual and Lifetime Sportsman and Non Sportsman License Holders. This fee will be applied as stated regardless of the number of hunt choices made by the Customer and regardless of the number of hunts the Customer requests to be awarded. The Contractor shall be compensated based on One Completed POS Quota Hunt Application Transaction Fee for Both Annual and Lifetime Sportsman and Non Sportsmen License Holders in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

Service Unit Rate
One Completed POS Quota Hunt Application Transaction Fee \$0.88
for Both Annual and Lifetime Sportsman and Non Sportsman License Holders

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:		
CENTRAL BANK   Frojos		
Philip D. Baker, Senior Vice President	Date /	
TENNESSEE WILDLIFE RESOURCES AGENCY		
Gary T. Myers, Executive Director	6/06/05 Date	
Gary T. Myers, Executive Director	Date	
APPROVED:		• .
DEPARTMENT OF FINANCE AND ADMINISTRATION:		
M. D. Goetz, Jr., Commissioner	6/8/05	
M. D. Goetz, Jr., Conhinissioner	Date'	
DEPARTMENT OF PERSONNEL:		
N/A Randy C. Camp, Commissioner		
Randy C. Camp, Commissioner	Date	
COMPTROLLER OF THE TREASURY:		
Clan G. Morgan	6/10/0	
John G. Morgan, Comptroller of the Treasury	Date	

	U U	NIHAUI	<u> 5 U</u>	IVI IVI A	н ү	5 H E E	1		
RFS Numbe	r: RFS-328.01-30	1		Contract	Number: FA-05-16159-00		00.		
State Agenc	State Agency: Tennessee Wildlife		see Wildlife Resources Agency				Systems Mai		1
	Contr	actor			Contr	ractor Identif			
Central Bank			_		43-09750	02		EVED	
				escription			MAK		
Develop and registrations fulfillment of	administer the auton using point of sale te the sale.	nated Remote Easy A chnology at license a	Access Licen Igent sites, u	se (REAL) sing teleph	System to sone sales c			nses and of a	W
	Contract B	egin Date				Contract E	nd Date		····
November 1	, 2004			October :	31,2009				
Allotment C	ode Cost Cente	r Object Code	Fu	nd	Grant	Gr	ant Code	Subgrant C	Code
32801	6613	6913/08 3	20		on STA	ARS			·,··.
· FY	State Funds	Federal Funds		oartmental unds	Other	r Funding		ontract Amou ALL amendme	
2004/2005	\$1,500,000.00							\$1,500,00	00.00
2005/2006	. \$2,000,000.00							\$2,000,00	00.00
2006/2007	. \$2,000,000.00							\$2,000,00	00.00
2007/2008	\$2,000,000.00			+ 5 K				\$2,000,00	00.00
2008/2009	\$500,000.00							\$500,00	00.00
Total:	\$8,000,000.00							\$8,000,00	
CFDA#				• :	<del></del>	······································		ne answer is	YES:
	State Fisca	al Contact		1		·		OMB A-133)	
Name:	Mary Tipton P.O. Box 40747, Na	schville TN 37204	•	<u> </u>		r a VENDOR	<u> </u>	<del></del>	Υ
Address: Phone:	(615) 781-6516	astrone, in orzon		is the	Fiscal Yea	ar Funding S	TRICTLY LIM	MITED?	-
Procuri	ing Agency Budget	Officer Approval Sig	mature	Is the	Contracto	r on STARS?	?		Y
	4	h Er		ls the	Contracto	r's FORM W-	9 ATTACHE	D?	
		1,8		is the	Contracto	rs Form W-9	Filed with A	ccounts?	Y
C	COMPLETE FOR ALL AMENDMENTS (only) Funding Certification								
	Base Contract & This Amendment Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in						in :		
the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.									
FY:					,	<i>,</i> ·	E S		
FY:				No.			35A)	BÖ	
FY:	FY:								
FY:			F . P		- Commence of the Commence of			P A	
FY:					the state of the s	التبلاغملنتنددی ادارات 	JFFI PFFI		
	Total:			a -	المحمد	uts ]		<u></u>	
	Total: OIRECTOR OF ACCOUNTS OF ACCOUNTS								

#### CONTRACT

# BETWEEN THE STATE OF TENNESSEE, TENNESSEE WILDLIFE RESOURCE AGENCY AND CENTRAL BANK

This Contract, by and between the State of Tennessee, Tennessee Wildlife Resource Agency, hereinafter referred to as the "State" and Central Bank, hereinafter referred to as the "Contractor," is for the provision of the services and equipment necessary to support the provision, implementation, and management of a Remote Easy Access License (R.E.A.L.) system. The contractor will need to provide, install, support, maintain, and operate the POS hardware, the communications network, and the software necessary to meet the requirements, as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION. The Contractor's address is:

238 Madison PO Box 779 Jefferson City, MO 65102

The Contractor's place of incorporation or organization is Missouri.

# A. SCOPE OF SERVICES:

- A.1. General Scope of the R.E.A.L. Project. The Contractor agrees to provide and implement a Remote Easy Access License (R.E.A.L.) system meeting all of the State's requirements, and to perform all services, in accordance with and as defined in the Request for Proposals for the Remote Easy Access License System, hereinafter referred to as the "RFP," and as defined in the other documents referenced in Section E.7., below.
- A.2. <u>R.E.A.L. Project Approach. Project Management. and Functional and Technical Requirements</u>. The Contractor shall manage the R.E.A.L. Project and develop a R.E.A.L. system in accordance with requirements stated in the following Attachments:

Attachment 6.7.A: Project Approach

Attachment 6.7.B: Project Management

Attachment 6.7.C: General Responsibilities

Attachment 6.7.D: Software Development

Attachment 6.7.E: System General Requirements

Attachment 6.7.F: System Specific Requirements

Attachment 6.7.G: Systems Operation And Support

Attachment 6.7.H: Telephone/Internet Fulfillment

Attachment 6.7.I: Inquiry Functions

Attachment 6.7.J: Reports Functions

Attachment 6.7.K: Receipts Processing

Attachment 6.7.L: License Agent Management And Support

Attachment 6.7.M: License Agent Training Requirements

Attachment 6.7.N: Pilot Project

Attachment 6.7.0: System Functional Requirements

- A.3. <u>Information Technology Methodology</u>. The Contractor will provide and implement R.E.A.L. using the State's Information Technology Methodology (ITM). The State has completed the first two ITM phases: "Scope and Feasibility" and "Requirements Definition & Solution Evaluation." The Contractor's portion of the R.E.A.L. project will begin with a transitional phase known as "Design Phase Kick-Off".
- A.4.a <u>Project Management and Product Development Phase Milestones</u>. The Contractor may provide a commercial off the shelf product. If the contractor chooses this option, then the project phase milestones will be Design Modifications (per user requirements), Construction of the System, Modifications, Testing and Acceptance, Implementation of Modified System, and Training.

If the Contractor chooses to develop an R.E.A.L. system, then the project phases shall be System Design, System Development, System Testing and Acceptance, Implementation and Training.

During each of the project phases, the Contractor will have the responsibilities and will produce the project deliverables set forth in Attachment 6.7.B: Project Management. The Contractor will manage the project, perform all required tasks, and produce project deliverables in accordance with the requirements stated in Attachment 6.7.B.

The State will not compensate the Contractor in association with completion of any of the phases. Compensation for all work will be in accordance with the Payment Methodology described in section C.3, below.

#### B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on November 1, 2004 and ending on October 31, 2009. The State shall have no obligation for services rendered by the Contractor that are not performed within the specified period.

#### C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Eight Million Dollars (\$8,000,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. <u>Compensation Firm.</u> The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3 Payment Methodology The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Units of Service described in Sections C.3.4 and C.3.5 are not subject to the limitation established by the Contract Maximum Liability. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service. The Contractor shall be compensated based upon the following Service Rates:

C.3.1	Payment Methodology: One Completed POS Privilege Transaction based on One Completed POS Privilege Transaction Fee in a total at Liability established in Section C.1. The Contractor shall be compensation	mount not to exceed the Contract Maximum
	Service Unit	Rate
	One Completed POS Privilege Transaction Fee	\$ .88
C.3.2	Payment Methodology: One Completed Administrative Privilege On be compensated based on One Completed Administrative Privilege C to exceed the Contract Maximum Liability established in Section C based upon the following Unit Rate:	nline Transaction Fee in a total amount not
	Service Unit	Rate
	One Completed Administrative Privilege Online Transaction Fee	\$ 0
C.3.3	Payment Methodology: One Completed Batched Record Update T compensated based on One Completed Batched Record Update Transthe Contract Maximum Liability established in Section C.1. The Contfollowing Unit Rate:	saction Fee in a total amount not to exceed
•	Service Unit	Rate .
	One Completed Batched Record Update Transaction Fee	\$ 0
C.3.4	Payment Methodology: Telephone Fulfillment Agent Fee. The Control Telephone Fulfillment Agent Fee. The compensation shall be paid by the hunter/fisherman/boater. The State shall not be liable for this following Unit Rate:	y the purchaser of the license or privilege,
	Service Unit	Rate
	One Completed Telephone Fulfillment Agent Fee	\$3.95
C.3.5	Payment Methodology: Internet Fulfillment Agent Fee. The Contr- Internet Fulfillment Agent Fee. The compensation shall be paid by th hunter/fisherman/boater. The State shall not be liable for this fee. T upon the following Unit Rate:	e purchaser of the license or privilege, the
	Coming The	T . /
	Service Unit One Completed Internet Fulfillment Agent Fee	Rate \$3.25
C.3.6	Payment Methodology: Additional Agent Equipment Fee (In excess of shall be compensated based on the Additional Agent Equipment Fee in Maximum Liability established in Section C.1. The Contractor shall tunit Rate.	a total amount not to exceed the Contract
	Service Unit	Rate
:	One Additional Agent Equipment Fee	\$250.00
C.3.7	Payment Methodology: Change Order/Enhancement – Mainframe. The on the Change Order/Enhancement – Mainframe Rate in a total a (\$) of the Contract Maximum Liability established in Section 6 based upon the following Hourly Rate:	mount not to exceed five percent (5%).
	Service Unit	Rate
	Change Order/Enhancement Mainframe	\$75.00
		W. 2.00

. • ,			
, ,		•	
•			
C.3.8	Payment Methodology: Change Order/Enhancement – POS. The Change Order/Enhancement – POS Rate in a total amount not to Contract Maximum Liability established in Section C.1. The Confollowing Hourly Rate:	exceed five percent (5%) (\$8,00	0,000.00) the
	Service Unit	Rate	
	Change Order/Enhancement POS	\$75.00	•
C.3.9	Payment Methodology: One Program Module Download to compensated based on the Download to a single POS machin Maximum Liability established in Section C.1. The Contractor sunit Rate:	e a total amount not to exceed	the Contract
	Service Unit	Rate	•
	One Program Module Download to POS terminal	\$ 0	
	One Program Module Download to 1 Ob terminar	. # O	
C.3.10	Payment Methodology: Analyze, Develop, and Implement Exotic compensated for the analysis, development, and implementation o to exceed the Contract Maximum Liability established in Section based upon the following Unit Rate:	f the Exotic License Module a tota	al amount not
	Compined Thirt	Amount	
	Service Unit Analyze, Develop, and Implement Exotic License Module Cost	\$ 0	•
C.3.11	Payment Methodology: Analyze, Develop, and Implement Mussel compensated for the analysis, development, and implementation on to exceed the Contract Maximum Liability established in Sectibased upon the following Unit Rate:	of the Mussel Receipts Module a	total amount
	Service Unit	Amount	
	Analyze, Develop, and Implement Mussel Receipts Module Cost	\$ 0	
C.3.12	Payment Methodology: One Completed Mussel Receipt Transaction based on One Completed Mussel Receipt Transaction Fee in a total Liability established in Section C.1. The Contractor shall be comp	al amount not to exceed the Contra	ct Maximum
	Service Unit	Rate	
	One Completed Mussel Receipt Transaction Fee	\$ O	
C.3.13	Payment Methodology: Analyze, Develop, and Implement Com Contractor shall be compensated for the analysis, development, a Receipts Module a total amount not to exceed the Contract Maxin Contractor shall be compensated based upon the following Unit Ra	nd implementation of the Comme num Liability established in Secti	rcial Fishing
	Service Unit	Amount	
	Analyze, Develop, and Implement Commercial Fishing Receipts M	Iodule Cost \$ 0	•
C.3.14	Payment Methodology: One Completed Commercial Fishing Receipton Compensated based on One Completed Commercial Fishing Receipton Compensated the Contract Maximum Liability established in Section C.1 upon the following Unit Rate:	eipt Transaction Fee in a total ar	nount not to
	Camina TTuit	Pate	
	Service Unit	<u>Rate</u> \$ 0	
	One Completed Commercial Fishing Receipt Transaction Fee	<b>₽</b> ∪	

C.3.15 Payment Methodology: One Completed Broadcast Message Fee. The Contractor shall be compensated based on One Completed Broadcast Message Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

Service Unit		Rate	
One Completed Broadcast Message Fee		\$ 0	

C.3.16 Payment Methodology: One Completed Harvest Collection Transaction Fee. The Contractor shall be compensated based on One Completed Harvest Collection Transaction Fee in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Unit Rate:

Service Unit		<u>Rate</u>	
One Completed Harve	st Collection Transaction Fee	\$.0	

- C.3.17 The State will begin transaction payments upon startup of the pilot project. The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service for the amount stipulated.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. <u>Invoice Reductions</u>. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. <u>Deductions</u>. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

#### D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. <u>Modification and Amendment</u>. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service that has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. <u>Termination for Cause</u>. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. <u>Subcontracting</u>. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. <u>Conflicts of Interest</u>. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. <u>Monitoring</u>. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. <u>Progress Reports</u>. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. <u>Independent Contractor</u>. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. <u>State and Federal Compliance</u>. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. <u>Completeness</u>. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. <u>Severability</u>. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. <u>Headings</u>. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

## E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. <u>Communications and Contacts</u>. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below <u>or</u> to such other party, facsimile number, or address as may be hereafter specified by written notice. Note that each carrier uses a different delivery address.

The State:

#### UPS

Carol Freeman
Chief, Information Systems Management
TWRA
Ellington Agricultural Center
440 Hogan Road
Nashville, TN 37220

#### U S Postal Service

Carol Freeman
Chief, Information Systems Management
TWRA
Ellington Agricultural Center
P. O. Box 40747
Nashville, TN 37204

#### Fed Ex

Carol Freeman
Chief, Information Systems Management
TWRA
Ellington Agricultural Center
TWRA Building
Edmondson Pike
Nashville, TN 37211

Phone: 615-781-6639 Fax: 615-741-4606

Please note the TWRA delivery address for each of the above carriers, and make sure you have used the correct address for the carrier chosen to deliver any communication.

The Contractor:
Philip D. Baker, Senior Vice President
Central Bank
238 Madison
PO Box 779
Jefferson City, MO 65102

Telephone (573) 634-1208 Fax (573) 634-1210

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. <u>Breach</u>. A party shall be deemed to have breached the Contract if any of the following occurs:
  - I. failure to perform in accordance with any term or provision of the Contract;
  - II. partial performance of any term or provision of the Contract;
  - III. any act prohibited or restricted by the Contract, or
  - IV. violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.
  - (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
  - (2) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date that Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the

Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts that may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State that exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.
- b. State Breach— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.
- E.5. <u>Performance Bond</u>. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish, and maintain, a performance bond in the amount equal to Five Million Dollars (\$5,000,000), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than 10/21/2004. Failure to provide the performance bond prior to the deadline as required shall result in contract termination. A copy of the current performance bond shall be provided to TWRA at any time upon request.

In lieu of a performance bond, a surety deposit, in the sum of Five Million Dollars (\$5,000,000.00), may be substituted if approved by the State prior to its submittal.

E.6. <u>Competitive Procurements</u>. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.

- E.7. <u>Incorporation of Additional Documents</u>. Included in this Contract by reference are the following documents:
  - a. The Contract document and its attachments
  - b. All Clarifications and addenda made to the Contractor's Proposal
  - c. The Request for Proposal, it's attachments and its associated amendments
  - d. Technical Specifications provided to the Contractor
  - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.8. <u>State Interest in Equipment—Uniform Commercial Code Security Agreement</u>. The Contractor shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code— Secured Transaction, found at Title 47, Chapter 9 of the Tennessee Code Annotated, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the Tennessee Code Annotated, an intent of this Contract document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this Contract document. A further intent of this Contract document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this program's prior year Contracts between the State and the Contractor.

The Contractor hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Contractor hereby grants the State a security interest in said equipment. The Contractor agrees that the State may file this Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Contractor agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Contractor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Contractor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Contractor's breach of any covenant or agreement contained in this Contract, including the covenants to pay when due all sums secured by this Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided,

The Contractor agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Percentage of state funds applied to the purchase;
- f Location within the Contractor's operations where the equipment is used;
- g. Condition of the property or disposition date if Contractor no longer has possession;

h. Depreciation method, if applicable; and i. Monthly depreciation amount, if applicable.

The Contractor shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Contractor shall inventory equipment annually. The Contractor must compare the results of the inventory with the inventory control report and investigate any differences. The Contractor must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Contractor shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

The Contractor shall submit its inventory control report of all equipment purchased with the final invoice submitted under this Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control.

Upon termination of the Contract, where a further contractual relationship is not entered into, or at another time during the term of the Contract, the Contractor shall request written approval from the State for any proposed disposition of equipment purchased pursuant to this Contract. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services and in accordance with any applicable federal laws or regulations.

- E.9. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract. The Contractor must provide to TWRA a Statement on Auditing Standards No. 70 (SAS 70) Reports on The Processing of Transactions by Service Organizations annually.
- E.10. <u>Lobbving</u>. The Contractor certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- E.11. <u>Prohibited Advertising</u>. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.12. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.13. <u>Public Funding Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- E.14. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits that may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.15. <u>Public Accountability</u>. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. if you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.

- E.16. <u>Date/Time Hold Harmless</u>. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.17. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall

provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*. Section 8-6-106.

- E.18. <u>Debarment and Suspension</u>. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

## E.19. Personnel-Related Provisions.

- a. The State reserves the right to evaluate all personnel proposed to perform services under this Contract. The Contractor shall provide, at the State's request and in a timely fashion, resumes, contact references, and/or any other supporting documentation necessary to allow the State to evaluate the individuals' qualifications.
- b. The State shall participate in the evaluation of service performance by Contractor's personnel. The Contractor agrees to remove and replace at the Contractor's expense, personnel judged as not making substantial contributions to the Projects to which Contractor's personnel are assigned. The Contractor agrees not to charge the State for services performed which the State designates as being unacceptable.
- c. The Contractor shall not solicit State employees in State facilities or during State work hours for the purpose of employment. State work hours are defined as 8:00 a.m. to 4:30 p.m., CT, Monday through Friday, including overtime.
- d. No official or employee of the State and no other public official of the State of Tennessee who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall, prior to the completion of this Contract, voluntarily acquire any personal interest, direct or indirect, in this Contract.
- e. The Contractor may not use individuals for the R.E.A.L. project who are employees of a State agency.
- E.20. Year 2000. Notwithstanding any provisions contained in the contract, the contractor warrants that each hardware, commercial or custom software, firmware, and middleware product delivered under this contract ("delivered item") shall be able to accurately process date/time data (including, but not limited to, displaying, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor and subject to the following:

- I) In the case of hardware, commercial software, firmware, or middleware, the aforementioned warranty shall apply to the extent that information technology not provided pursuant to this contract, but used in combination with the delivered items, properly exchanges date/time data with it
- II) Notwithstanding the foregoing, in cases involving any development of new software or system(s) ("custom software"), the contractor further warrants that any contractor-provided data interfaces between delivered items and items or systems not provided pursuant to this contract shall accurately process date/time data, as defined above and further qualified by specific interface requirements; provided that the date/time data is accurate within the items or systems not provided.

In any case, if the contract requires that specific delivered items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those delivered products as a system. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than year 2000 performance.

The remedies available to the State under this warranty shall include repair or replacement of any delivered product whose non-compliance is discovered and made known to the contractor in writing within the term of that delivered item's warranty, as expressed elsewhere in this agreement. The contractor shall proceed with repair or replacement immediately upon notification by the State of non-compliance, time being of the essence.

The State of Tennessee, at its sole option, may require the contractor, at any time, to demonstrate that procedures have been established to comply with all the obligations contained herein. This Section shall constitute the exclusive warranty regarding the Year 2000 and is in lieu of all other Year 2000 warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

E.21. Ownership of Data. The State shall have all ownership right, title, and interest in all data products created for the State under this Contract. The State shall have royalty-free, exclusive, and unlimited rights to use, disclose, reproduce, and/or publish, for any purpose whatsoever, all said data. The Contractor shall have no right to sell or furnish to any third party, for any purpose whatsoever, any or all said data. The Contractor shall furnish such data upon request of the State, in accordance with the Contract and applicable State law.

IN WITNESS WHEREOF:		
CENTRAL BANK		
Vale Doll	9/29/04	
Philip D. Baker, Senior Vice President	Date	
TENNESSEE WILDLIFE RESOURCES AGENCY		
Down 7 myn	9/24/04 1 Dath	
Gary T. Myers, Executive Director	/ Daté	
	· •	
APPROVED:		
DEPARTMENT OF FINANCE AND ADMINISTRATION:		
M. D. Yorts Ch. 1PW	OCT 13 2004	•
M. D. Goetz, Jr., Commissioner	Date	
		•
DEPARTMENT OF PERSONNEL:		
N/A		
Randy C. Camp, Commissioner	Date	
COMPTROLLER OF THE TREASURY:		
Clour G. Morgan	10/18/04	
John G. Morgan, Comptroller of the Treasury	Date	